

EXHIBIT 9

EXHIBIT 9

In the Matter of:

OL PRIVATE COUNSEL, LLC

VS

OLSON

THOMAS OLSON

December 19, 2024

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF UTAH
) Videoconference
OL PRIVATE COUNSEL, LLC, a) 30(b)(6) Deposition
Utah limited liability) of:
company,)
) OL PRIVATE COUNSEL,
Plaintiff,) LLC
)
v.) WITNESS:
)
EPHRAIM OLSON, an) THOMAS H. OLSON
individual,)
)
Defendant.) Case No.
) 2:21-cv-00455-DBB
)
) Judge David Barlow
)
) Magistrate Judge
) Daphne A. Oberg
)
December 19, 2024 * 3:02 p.m.
Location: Empire Tower
1 South Sathorn Road
Yan Nawa, Sathon
Bankok, Thailand
Reporter: Kathy Morgan, CSR, RPR
Utah License No. 259764-7801 Nevada License No. 357
Notary Public in and for the State of Utah

Page 2

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EXHIBITS

Number	Description	Page
1	Invoices from Foley & Lardner to ... OL Private Counsel for Burton v. Lemons	4
2	Invoices from Borden Lardner & Gervais	38
3	OLPC's Second Supplemental Response to Interrogatory 13	61
4	Peacock Linder Halt & Mack invoices	65
5	Mareva injunction.....	77
6	Stipulation and settlement agreement, Ephraim Olson 8399 to 8473	99
7	Stipulation and settlement agreement, OL Private Counsel-Ephraim Olson 2518 to 2538	102

Page 3

1
2
3
4
5
6
7
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APPEARANCES
(All via videoconference)
FOR THE PLAINTIFF:
David J. Jordan
Monica S. Call
FOLEY & LARDNER, LLP
299 South Main Street, Suite 2000
Salt Lake City, Utah 84111
Tel: 801.401.8900
djordan@foley.com
mcall@foley.com
FOR THE DEFENDANT:
Sarah C. Vaughn
Scott M. Lilja
FABIAN VANCOTT
95 South State Street, Suite 2300
Salt Lake City, Utah 84111
Tel: 801.531.8900
slilja@fabianvancott.com
svaughn@fabianvancott.com
INDEX
Examinations: Page
By Ms. Vaughn:..... 4

Page 2

1
2
3
4
5
6
7
8
9
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11
12
13
14
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PROCEEDINGS
OL PRIVATE COUNSEL, LLC,
by and through its designated representative,
THOMAS H. OLSON
was called as a witness, appeared remotely before me,
and having been first duly sworn
was examined and testified as follows:
MS. VAUGHN: Mr. Olson, thank you for
making time for us today. I know it is early there.
We appreciate it, as it's almost our close of the day
here, so we will try to be quick.
We are here pursuant to court order to go
over the damages claimed, that OLPC has alleged and
the invoices, on the eve, or the close, of fact
discovery in this case, so I am just going to jump
right in.
I would like to mark Exhibit 1, which are
the Foley & Lardner invoices Batesed as OL Private
Counsel-Ephraim Olson 14200 to 14233, and then also
14828 to 14829.
(EXHIBIT 1 WAS IDENTIFIED.)
I will go ahead and share my screen.
EXAMINATION
BY MS. VAUGHN:
Q. Do you see this document, Mr. Olson?
A. I do.

Page 4

Page 5

1 Q. Okay, and this represents, from my
2 understanding, invoices from Foley & Lardner to
3 OL Private Counsel for the matter Burton v. Lemons;
4 is that correct?
5 A. Yes.
6 Q. I'll scroll quickly through. We'll go
7 through some in more detail, but at the end here we
8 have -- two documents? Yeah, two documents that
9 appear to be sort of a tally of sorts. On the last
10 page, I'm trying to figure out, essentially, the
11 total amount that Foley & Lardner has billed, or at
12 least as reflected in this Exhibit 1 for the Burton
13 v. Lemons matter. Do you know if that's \$154,304 or
14 \$149,677?
15 A. Well, I'd have to add up those bills. I
16 believe that I added them up at one time to \$149,000,
17 but I'd have to add those up again if you'd like me
18 to.
19 Q. No, that's okay, 149 is -- that's close
20 enough. Are you aware that OLPC's expert, Rick
21 Hoffman, has calculated the damages related to these
22 invoices as not \$149,677, but rather \$109,832. Are
23 you aware of that?
24 A. Could you show me that, please.
25 Q. I can. Adobe can be quite slow sometimes.

Page 6

1 There it goes. Okay, do you see this document,
2 Mr. Olson?
3 A. I do.
4 Q. And do you recognize this as the expert
5 report from Rick Hoffman in this matter?
6 A. Yes, it appears to be.
7 Q. Okay, and do you understand that Rick
8 Hoffman is OLPC's expert?
9 A. Yes.
10 Q. Okay. I'm going to scroll down to the
11 bottom here. He has a table, Foley & Lardner
12 Invoices, \$109,832. Do you see that?
13 A. I do.
14 Q. Okay. Do you know what the difference is
15 between the \$109,832 that Mr. Hoffman has calculated
16 and the \$149,677 shown in the actual invoices?
17 A. Can I look at the report, please.
18 Q. Yes. Which page would you like to go to?
19 A. Can you scroll up for me, please.
20 Q. Here's the analysis on the Foley &
21 Lardner.
22 A. Can you take me back to the Foley
23 invoices, please.
24 Q. They're quite long, 36 pages. Do you know
25 exactly what you'd like to look at?

Page 7

1 A. I want to see the beginning date and
2 ending date on the invoices.
3 Q. Sure. Looks like it begins on
4 October 17th of 2022 for the first invoice. And
5 assuming they were produced in chronological order,
6 which I assume they were, they go through
7 February 29th of 2024.
8 A. Can you take me back to the expert
9 paragraph on that, please.
10 Q. Yes.
11 A. Can you take me back to Schedule 2,
12 please.
13 Q. Oh, sorry. Of the report? Schedule 2?
14 A. Yes. Yes.
15 Q. I think the schedules are at the end.
16 Schedule 3, Schedule 2.
17 A. So if you'd like, I'll go through and just
18 go through each of the invoices. Then if you'd go
19 back to the invoices, I'll --
20 Q. Frankly, I'm not sure we have time for
21 that today, given we only have two hours. Do you
22 know what the difference is? I mean, is there a
23 difference?
24 A. Well, you're asking me a question, and I'd
25 like to go through the invoices and see what they add

Page 8

1 up to.
2 Q. Let me see if I can drop them in the chat
3 here for you, and perhaps that's faster than me
4 scrolling through it for you. That should be coming
5 through. Do you see that in the chat now,
6 Mr. Thomas -- Mr. Olson?
7 A. The chat? Just a second here, sorry. I
8 don't know how to open that. Let me just see if I
9 can open it, figure out how to open it. Is it all
10 right if I write, find a piece of paper to write down
11 these numbers so I can add them up?
12 Q. Sure.
13 A. Okay. So the invoices, it seems to me,
14 add up to \$109,831.
15 Q. Okay. So this other document that was
16 produced showing total billed as 149, OLPC is not
17 seeking damages for those; correct? For that 149.
18 It's just the 109 in the invoices?
19 A. That is all the amount claimed at that
20 time.
21 Q. Okay, and let me just back up. You
22 understand today that we're here on a court order;
23 correct?
24 A. Yes.
25 Q. Okay, and you understand that OLPC, the

Page 9

1 corporate entity, is being deposed today; correct?
 2 A. Yes.
 3 Q. Okay, and that even though you're an
 4 individual with your own individual knowledge, the
 5 questions I ask you today I want to be answered not
 6 with your individual knowledge, but essentially from
 7 the corporation. Do you understand that?
 8 A. Yes.
 9 Q. Okay, and that your testimony today is
 10 binding on OLPC; correct?
 11 A. Yes.
 12 Q. All right. So again, just to clarify.
 13 OLPC is only seeking damages from the Burton v.
 14 Lemons matter of 109,832. Oh, sorry, \$109,832.
 15 A. As – at the time of that report, that's
 16 correct.
 17 Q. Okay. Does OLPC intend to seek additional
 18 damages in this case?
 19 A. Well, if the matter's ongoing, the expert
 20 and the lawyers may supplement that, I suspect. But
 21 as of that date, those were the invoices.
 22 Q. Okay. Is the Burton v. Lemons matter
 23 ongoing?
 24 A. It has been stayed in Utah and is being
 25 carried on in Canada.

Page 10

1 Q. And does OLPC intend to seek damages for
 2 costs related to that Canadian action?
 3 A. Well, that would be the lawyers and the
 4 experts will make a decision about supplementing the
 5 expert report based on any additional damages, I
 6 suspect.
 7 Q. So you don't know?
 8 A. Well, that's a decision for the lawyers
 9 and the experts to make about the additional damages.
 10 Q. Well –
 11 A. But the matters are ongoing. The matters
 12 are ongoing.
 13 Q. Okay. OLPC does not know if it will be
 14 supplementing its damages?
 15 A. Again, that's the lawyers – OLPC will be
 16 taking advice from the lawyers and experts on that.
 17 My sense is it would be, but that's not – that will
 18 be a call between the experts and the lawyers. But
 19 the matters are ongoing, and additional liability
 20 continues to go on as those matters proceed in
 21 Canada.
 22 Q. Okay. Is OLPC a party to Burton v.
 23 Lemons?
 24 A. No.
 25 Q. Why is OLPC receiving the bills from

Page 11

1 Foley & Lardner for the Burton v. Lemons matter?
 2 A. The matter was based on confidential
 3 documents and information that was stolen by Ephraim
 4 Olson, who was a former employee of OLPC.
 5 Q. Is there a contractual obligation for OLPC
 6 to pay the claims, the fees, incurred by Foley &
 7 Lardner in the Burton v. Lemons matter?
 8 MR. JORDAN: Objection; calls for a legal
 9 conclusion.
 10 Q. (By Ms. Vaughn) You can go ahead and
 11 answer.
 12 A. OLPC has agreed to cover – to reimburse
 13 the costs incurred in the Burton v. Lemons matter.
 14 Q. Okay, and who did OLPC reach that
 15 agreement with?
 16 A. Waterton Land Trust.
 17 Q. Okay. Is Waterton Land Trust a party to
 18 the Burton v. Lemons matter?
 19 A. Waterton Land Trust is indemnifying
 20 Lemons, who was a trustee of the Waterton Land Trust.
 21 Q. Okay. Who negotiated the indemnification
 22 between Waterton Land Trust and Bruce Lemons?
 23 MR. JORDAN: Objection; assumes facts not
 24 in evidence.
 25 Q. (By Ms. Vaughn) You can go ahead and

Page 12

1 answer.
 2 A. That would be between the trustee of
 3 Waterton Land Trust and Bruce Lemons.
 4 Q. Who's the trustee of Waterton Land Trust?
 5 A. Hyrum Olson.
 6 Q. Okay. When did Hyrum Olson and Bruce
 7 Lemons reach an agreement to indemnify Bruce Lemons
 8 for the Burton v. Lemons matter?
 9 A. To my understanding, it was from the
 10 outset, when the matter first arose.
 11 Q. What was the date of that agreement?
 12 A. My understanding is it was at or about the
 13 time shortly after the lawsuit was served on Bruce
 14 Lemons.
 15 Q. And what are the terms of that agreement?
 16 A. That Bruce would be indemnified for his
 17 legal fees.
 18 Q. How does OLPC know what the terms of that
 19 agreement are?
 20 A. That's to my understanding.
 21 Q. What is that understanding based on?
 22 A. It's based on the – in part on the trust
 23 document.
 24 Q. Okay. Is it a written indemnification
 25 agreement?

<p style="text-align: right;">Page 13</p> <p>1 A. I believe the trust document itself 2 provides for indemnification. 3 Q. Okay, and when did OLPC agree to reimburse 4 the Waterton Land Trust for that indemnification? 5 A. After it was advised that Bruce had been 6 sued by Naomi Burton. 7 Q. What was the date? 8 A. It would have been shortly after OLPC was 9 advised of the lawsuit and the nature of the lawsuit. 10 Q. And who did OLPC negotiate that agreement 11 with? 12 A. That would have been with the trustee of 13 the Waterton Land Trust. 14 Q. With Hyrum Olson? 15 A. Yes. 16 Q. How did OLPC negotiate with Hyrum Olson? 17 Via e-mail? Phone call? 18 A. It would have been by telephone call. 19 Q. Okay. When were the telephone calls? 20 A. It would have been after the trustee 21 advised me, sometime after the trustee advised me 22 that there would -- that there was an ongoing lawsuit 23 between Bruce Lemons and Naomi Burton. So it would 24 have been probably before this invoice arose, the 25 first invoice.</p>	<p style="text-align: right;">Page 15</p> <p>1 estimate? 2 A. Would you like me to speculate? 3 Q. No, but I want to know that you were 4 dealing with the appropriate trustee of the Waterton 5 Land Trust. 6 A. At the time, yes. At the time these 7 invoices were rendered, he was the trustee. 8 Q. Okay. And what documents would prove that 9 Hyrum Olson was the trustee of the Waterton Land 10 Trust? 11 A. Well, he advised me that he was. He 12 represented that he was the trustee. 13 Q. Okay, so you were just going on Hyrum 14 Olson's word that he was the trustee? 15 A. I believe so. I believe that that's -- 16 that he advised me of that, that he was the trustee, 17 the current trustee, and seeking indemnity. 18 Q. Okay. Just to make sure I understand, 19 OLPC is claiming damages for the fees incurred in 20 Burton v. Lemons because OLPC agreed to indemnify the 21 Waterton Land Trust; correct? 22 A. That's correct. 23 Q. Okay. And the Waterton Land Trust is 24 allegedly responsible for the fees in the first place 25 because the Waterton Land Trust agreed to indemnify</p>
<p style="text-align: right;">Page 14</p> <p>1 Q. And what are -- 2 A. Which was October 2022. 3 Q. What are the terms of OLPC's agreement 4 with the trustee of the Waterton Land Trust to 5 reimburse it for these fees? 6 A. Terms that it will reimburse Waterton Land 7 Trust, indemnify Waterton Land Trust, for the costs 8 incurred in this lawsuit. 9 Q. Okay. And it's not a written agreement? 10 A. No. 11 Q. Is it memorialized anywhere in writing? 12 A. No. 13 Q. Okay. What other individuals would have 14 knowledge about this agreement? 15 A. Well, who the trustee spoke to, I wouldn't 16 know that. I certainly advised counsel of that. But 17 beyond that, I don't know who else would be advised 18 of it. 19 Q. And the trustee is Hyrum Olson? 20 A. Yes. Yes, it is now. 21 Q. Now. When did Hyrum Olson become the 22 trustee of the Waterton Land Trust? 23 A. I'm not -- I don't recall when he became 24 the trustee. 25 Q. Can you put a date on it, like an</p>	<p style="text-align: right;">Page 16</p> <p>1 Bruce Lemons? 2 A. Yes. 3 Q. Okay. And you negotiated the terms of 4 OLPC's agreement with the Waterton Land Trust with 5 Hyrum Olson; correct? 6 A. Yes. 7 Q. Is Waterton Land Trust a client of OLPC? 8 A. Yes. The trustee -- it has been, 9 historically, and it continues to get advice from -- 10 it continues to file tax returns and so on for 11 Waterton Land Trust. 12 Q. Okay. Does OLPC have an engagement 13 agreement with Waterton Land Trust? 14 A. Yes. 15 Q. Is that a written document? 16 A. Well, let me be clear. I don't -- OLPC 17 does not have a written document with Waterton Land 18 Trust because it takes its instructions from the 19 OLPCIL to do work for Waterton Land Trust, so it 20 doesn't have a written document. 21 Q. Okay. So is Waterton Land Trust a client 22 of OLPCIL? 23 A. It is a client of OLPC and OLPCIL, that's 24 correct. 25 Q. Okay, but it doesn't have an engagement</p>

<p style="text-align: right;">Page 17</p> <p>1 agreement with OLPC?</p> <p>2 A. Not a written one.</p> <p>3 Q. You mentioned a little bit earlier that</p> <p>4 Burton v. Lemons is about the confidential documents.</p> <p>5 Have you read the pleadings in Burton v. Lemons?</p> <p>6 A. I have read some of the pleadings, yes. I</p> <p>7 may have read them all, but I -- yeah, I have.</p> <p>8 Actually, I have reviewed them early on, but not</p> <p>9 recently.</p> <p>10 Q. Okay. How did you get access to those</p> <p>11 pleadings?</p> <p>12 A. I was referred to -- when I was advised</p> <p>13 that there was a -- that they'd be claiming damages,</p> <p>14 I asked for a summary of the -- of what the nature of</p> <p>15 the lawsuit was, and so I was advised of the nature</p> <p>16 of those proceedings.</p> <p>17 Q. Okay, and that summary, was that written</p> <p>18 down?</p> <p>19 A. No, it was not a written summary. It was</p> <p>20 based on advice of counsel.</p> <p>21 Q. Who was the counsel?</p> <p>22 A. Foley advised me of the nature of the</p> <p>23 lawsuit.</p> <p>24 Q. Okay. So you understand that Naomi Burton</p> <p>25 sued Bruce Lemons in his individual capacity;</p>	<p style="text-align: right;">Page 19</p> <p>1 But how does OLPC know that she used that copy of the</p> <p>2 document to draft her complaint?</p> <p>3 A. That's our understanding, that she</p> <p>4 obtained a copy of it, directly or indirectly, from</p> <p>5 Ephraim, a copy of that agreement.</p> <p>6 Q. And so is it OLPC's assumption that she</p> <p>7 used that trust document to draft the complaint?</p> <p>8 A. It's our understanding that she used the</p> <p>9 information from the stolen document to draft that</p> <p>10 complaint, that's correct.</p> <p>11 Q. Okay, but you don't have actual evidence</p> <p>12 that she used that document to draft the complaint,</p> <p>13 do you?</p> <p>14 A. It's our understanding that she did not</p> <p>15 have that document, and so the information in the</p> <p>16 complaint and her deposition would not have -- she</p> <p>17 would not have had that information but for the</p> <p>18 document.</p> <p>19 Q. And are you aware that Naomi was deposed</p> <p>20 in this case?</p> <p>21 A. I understand that she was.</p> <p>22 Q. Okay, and are you aware that she testified</p> <p>23 that she received the Waterton Land Trust from her</p> <p>24 lawyer?</p> <p>25 A. That's my understanding.</p>
<p style="text-align: right;">Page 18</p> <p>1 correct?</p> <p>2 A. Excuse me. My understanding is he was --</p> <p>3 that's a legal question. My understanding was he was</p> <p>4 sued based on actions he took as a trustee.</p> <p>5 Q. Okay. And which specific confidential</p> <p>6 documents were used in the Burton v. Lemons matter?</p> <p>7 A. The trust agreement.</p> <p>8 Q. Is that the only one?</p> <p>9 A. I believe that's right, that I can recall</p> <p>10 right now, uh-huh.</p> <p>11 Q. And that's the Waterton Land Trust</p> <p>12 agreement?</p> <p>13 A. That's correct.</p> <p>14 Q. And how was that document used by Naomi</p> <p>15 Burton in the litigation?</p> <p>16 A. To determine, I believe, the trustee, the</p> <p>17 protector, the beneficiaries and provisions, other</p> <p>18 provisions of the trust agreement regarding -- and</p> <p>19 other provisions of the trust agreement.</p> <p>20 Q. How does OLPC know that Naomi Burton used</p> <p>21 the trust agreement to make those determinations?</p> <p>22 A. Because my understanding is she was given</p> <p>23 a copy of that trust agreement.</p> <p>24 Q. Okay, but how does OLPC -- you know she</p> <p>25 had a copy of it. You know she filed a complaint.</p>	<p style="text-align: right;">Page 20</p> <p>1 Q. Okay. And are you aware that she also</p> <p>2 testified that her lawyer received the Waterton Land</p> <p>3 Trust from a response to her motion to intervene in</p> <p>4 the divorce suit?</p> <p>5 A. I'm not -- I'm not aware that that was the</p> <p>6 source of the document.</p> <p>7 Q. But are you aware that she provided that</p> <p>8 testimony?</p> <p>9 A. I don't -- I don't recall that.</p> <p>10 Q. Okay. Let's pull it up. Okay. This is</p> <p>11 Naomi Burton's deposition taken in this matter on</p> <p>12 July 20th, 2022. I am looking -- okay, sorry, let me</p> <p>13 back up so we can all see a little better. She</p> <p>14 testifies -- it's a bit unclear who -- oh, yeah,</p> <p>15 here.</p> <p>16 "Who did you receive the trust instrument</p> <p>17 from?"</p> <p>18 "My lawyer."</p> <p>19 "Who did your lawyer receive it from?"</p> <p>20 "I don't know."</p> <p>21 And then later on down here she says:</p> <p>22 "I believed it was filed as a response to</p> <p>23 my motion to intervene in the divorce suit."</p> <p>24 Do you see that?</p> <p>25 A. Can you hear me, Sarah? I can switch</p>

<p style="text-align: right;">Page 21</p> <p>1 headsets. My headset might have gone dead, I'm not 2 sure. Sorry, I missed that when you were pointing 3 down to the bottom of that page. Sorry, I missed 4 that. 5 Q. Okay. She -- there are more questions 6 about where she got the trust document from, and she 7 says: 8 "I believed it was filed as a response to 9 my motion to intervene in the divorce suit." 10 Do you see that? 11 A. Yeah, I see that. 12 Q. Okay. Who would have opposed Naomi's 13 motion to intervene in the divorce suit? 14 A. That's a procedural question. I don't 15 recall that. 16 Q. You don't recall. Do you recall which 17 divorce suit this was in? 18 A. This would be the divorce suit between 19 Carolyn and myself personally. 20 Q. In Utah? 21 A. Yes. 22 Q. Okay. And is it your understanding that 23 those filings are private? 24 A. My understanding is there's a protective 25 order on the documents that were filed in the</p>	<p style="text-align: right;">Page 23</p> <p>1 that she had access to a copy of the trust agreement 2 other than that which was -- that was under 3 protective order in the matrimonial case. 4 Q. (By Ms. Vaughn) So you're saying she got 5 a different trust agreement in the divorce 6 proceeding? 7 A. Yeah, she had access to. 8 MR. JORDAN: Calls for speculation. 9 THE WITNESS: It's my understanding she 10 had access to a different copy, other than the Bates 11 stamped copy that was subject to a protective order. 12 Q. (By Ms. Vaughn) And how do you know that 13 Naomi used the one she allegedly got from Ephraim 14 versus the one that was produced to her in the 15 divorce case? 16 MR. JORDAN: Objection; assumes facts not 17 in evidence. 18 You do not have to assume Ms. Vaughn's 19 statement to be true, that she got anything in the 20 divorce case. 21 A. She was -- it's my understanding that she 22 had been in communication with Ephraim from the 23 outset and was aware of the document in connection 24 with the Mareva injunction. 25 Q. (By Ms. Vaughn) Well, maybe I can ask it</p>
<p style="text-align: right;">Page 22</p> <p>1 lawsuit. 2 Q. Okay, but if Naomi received the trust 3 document as part of the divorce proceeding, then why 4 are there damages related to the Burton v. Lemons 5 matter? 6 MR. JORDAN: Objection; hypothetical 7 question, assumes facts not in evidence, calls for 8 speculation. 9 A. Were there any -- were there any -- sorry? 10 MR. JORDAN: Scott, you were saying 11 something? 12 MR. LILJA: No, no. 13 MR. JORDAN: You came across -- 14 MR. LILJA: I didn't know my audio was on. 15 I'll make sure it's off, how's that. 16 THE WITNESS: Sorry, could you repeat your 17 question, please, Sarah. 18 Q. (By Ms. Vaughn) Yes. So if Naomi 19 testified that she received the trust document in the 20 divorce proceeding when she sought to intervene, why 21 is OLPC claiming damages from Ephraim for Naomi's 22 alleged use of the trust document? 23 MR. JORDAN: Objection; hypothetical, 24 assumes facts not in evidence, calls for speculation. 25 A. Was there a -- it's OLPC's understanding</p>	<p style="text-align: right;">Page 24</p> <p>1 a different way. Does OLPC have evidence that 2 Ephraim Olson sent Naomi Burton a copy of the 3 Waterton Land Trust document? 4 A. It's our understanding that she did. She 5 did communicate with Ephraim with respect to the 6 Waterton Land Trust. 7 Q. That was not my question, Mr. Olson. Does 8 OLPC have evidence that Ephraim Olson sent Naomi a 9 copy of the Waterton Land Trust document? 10 Did you hear my question, Mr. Olson? 11 A. I did. I believe that she was served with 12 a copy of the Mareva injunction papers, which had a 13 copy of the stolen Waterton Land Trust document. 14 Q. So that's how you think Naomi Burton 15 received the Waterton Land Trust document, is because 16 it was attached to the Mareva injunction? 17 A. Well, I think at least that was the latest 18 stage that she would have received it, yes. 19 Q. Okay. So is the answer to my original 20 question no, OLPC does not have evidence that Ephraim 21 Olson sent Naomi Burton a copy of the Waterton Land 22 Trust document? 23 A. At this point I don't recall that we have 24 evidence that he sent that to her -- 25 Q. Okay, and you understand --</p>

<p style="text-align: right;">Page 25</p> <p>1 A. -- but she did receive it in connection 2 with the Mareva injunction. 3 Q. Okay. You understand that fact discovery 4 in this matter has closed? 5 A. That's my understanding. I'm not sure 6 what that means, but that's my understanding, 7 whatever that means. 8 Q. You know, I ask that because we're to the 9 point in the case now where OLPC will have to prove 10 its claims, and that's why I'm trying to get very 11 direct answers to what I think are clear questions. 12 I want to make sure that we all understand what 13 OLPC's claims are. 14 As you sit here today, OLPC is claiming 15 that Naomi Burton received a copy of the Waterton 16 Land Trust document because she was served with a 17 copy of the Mareva injunction action; is that 18 correct? 19 MR. JORDAN: Objection; inconsistent with 20 his prior testimony. 21 Q. (By Ms. Vaughn) I would be happy to have 22 you correct me. 23 A. We believe that she was -- she was 24 involved in the Mareva injunction from the outset and 25 had that document prior to the Mareva injunction.</p>	<p style="text-align: right;">Page 27</p> <p>1 connection with the Mareva injunction. That's my 2 recollection. 3 Q. Okay. You don't have a copy of that 4 e-mail? Does OLPC have a copy of the e-mail? 5 A. No. 6 Q. You don't know what that e-mail was about; 7 correct? 8 A. Well, whatever it says in the privilege 9 log. 10 Q. But you're limited to the privilege log. 11 Who produced that privilege log? 12 A. I don't recall, Sarah. I don't recall the 13 privilege log and so on. 14 Q. So you're referring to some e-mail, in one 15 of the multiple hundreds of pages of privilege logs 16 that we have in this case, where Naomi is copied, and 17 your only understanding of that e-mail is what's in 18 the privilege log; is that right? 19 A. I believe that's true. 20 Q. Okay. And in that privilege log, does it 21 show that Naomi Burton received a copy of the 22 Waterton Land Trust? 23 MR. JORDAN: Objection; beyond the scope. 24 A. I believe -- I don't recall now. It's 25 whatever the privilege log says. It says what it</p>
<p style="text-align: right;">Page 26</p> <p>1 But at the very latest, I believe she was served -- 2 had a copy of that Mareva injunction with the 3 stolen -- that was based on the stolen Waterton Land 4 Trust document. 5 Q. Okay. So there are two things that you 6 just said there. She either, one, later received it 7 when she was served with the Mareva injunction 8 action; right? 9 A. Yeah, that she had a copy of that, that's 10 right. 11 Q. And then the other is your belief -- 12 excuse me -- OLPC's belief that Naomi was involved -- 13 quote, "involved" in the Mareva injunction action 14 from the outset. What does OLPC mean when it says 15 Naomi Burton was involved? 16 A. That she was involved in -- it's OLPC's 17 understanding that she was involved with counsel -- 18 Q. Whose counsel? 19 A. -- in the -- counsel for Carolyn in the 20 Mareva injunction. 21 Q. Okay, and what does OLPC base that 22 understanding on? 23 A. I believe that -- I believe that we've 24 seen e-mail communications on a privilege log, I 25 believe, between -- on which Naomi was copied in</p>	<p style="text-align: right;">Page 28</p> <p>1 says. 2 Q. (By Ms. Vaughn) Okay. Is it fair to say 3 that OLPC is just speculating here? 4 A. Speculating on what? Sorry. 5 Q. How Naomi received -- that Naomi was, 6 quote, "involved" in the Mareva injunction action and 7 got the Waterton Land Trust document through that 8 involvement. You're making assumptions; right? 9 MR. JORDAN: Is that a new question? 10 Withdrawing your previous question? 11 MS. VAUGHN: I think they build on 12 themselves. If you want to call it compound, I can 13 break it down. 14 MR. JORDAN: Would you. I object as 15 compound. 16 MS. VAUGHN: Yeah. 17 Q. (By Ms. Vaughn) Are you speculating that 18 OLPC -- or that Naomi Burton received a copy of the 19 Waterton Land Trust document through her alleged 20 early involvement in the Mareva injunction action? 21 A. I'm not sure I'd call it speculation. I 22 think we've drawn a conclusion that she received the 23 information related to the trust through her 24 involvement in the Mareva injunction. 25 Q. You've drawn a conclusion without factual</p>

<p style="text-align: right;">Page 29</p> <p>1 evidence; correct?</p> <p>2 MR. JORDAN: Objection; misstates the</p> <p>3 record.</p> <p>4 A. I didn't say that. I said we've drawn a</p> <p>5 conclusion based on the privilege logs.</p> <p>6 Q. (By Ms. Vaughn) Okay. Has OLPC produced</p> <p>7 all of the pleadings from the Burton v. Lemons</p> <p>8 matter?</p> <p>9 A. I don't know what -- that's -- I'm not</p> <p>10 aware. To my knowledge it's a public document, so</p> <p>11 I'm not aware of what has been -- if counsel has</p> <p>12 produced that, I'm not aware of that.</p> <p>13 Q. Okay. And are you aware that Burton v.</p> <p>14 Lemons is actually a private matter? It's not a</p> <p>15 public document?</p> <p>16 A. I'm not aware of that.</p> <p>17 Q. Wouldn't it be important for people</p> <p>18 evaluating OLPC's claim for damages to understand</p> <p>19 what the Burton v. Lemons matter is about and what's</p> <p>20 gone on in that litigation?</p> <p>21 MR. JORDAN: Objection; calls for</p> <p>22 speculation, calls for a legal conclusion.</p> <p>23 A. Wouldn't it be important for whom?</p> <p>24 Q. (By Ms. Vaughn) Someone like myself.</p> <p>25 Someone like myself. If I'm trying to understand how</p>	<p style="text-align: right;">Page 31</p> <p>1 to quash."</p> <p>2 A. I see that, yes.</p> <p>3 Q. Okay. How is Naomi's access to the</p> <p>4 Waterton Land Trust document related to her subpoena</p> <p>5 of documents to DocuSign and Mr. Lemons' attempts to</p> <p>6 quash that subpoena?</p> <p>7 A. The lawsuit is based on Mr. Lemons'</p> <p>8 obligations as a trustee from the stolen documents,</p> <p>9 and all of this arises as a result of the use of the</p> <p>10 confidential document and confidential information in</p> <p>11 bringing the lawsuit. So it's whatever follows from</p> <p>12 that.</p> <p>13 Q. So you cannot tell me how Naomi's access</p> <p>14 to the Waterton Land Trust document allegedly relates</p> <p>15 to the specific entries in this matter, can you?</p> <p>16 A. I think I can.</p> <p>17 MR. JORDAN: Objection; inconsistent with</p> <p>18 his testimony.</p> <p>19 THE WITNESS: My understanding is this</p> <p>20 follows from a lawsuit based on the stolen document.</p> <p>21 The question with respect to DocuSign has to do with</p> <p>22 actions taken by the trustee and whether the trustee</p> <p>23 had authority to take those directions.</p> <p>24 Q. (By Ms. Vaughn) Okay, and that's what</p> <p>25 Naomi claimed in the lawsuit, correct? Was that</p>
<p style="text-align: right;">Page 30</p> <p>1 Naomi's alleged access to the Waterton Land Trust</p> <p>2 documents relate to all of the fees incurred by</p> <p>3 Foley & Lardner, how would I do that without the</p> <p>4 actual pleadings?</p> <p>5 MR. JORDAN: Objection; calls for</p> <p>6 speculation.</p> <p>7 You're not obligated to speculate about</p> <p>8 what Ms. Vaughn means, Mr. Olson.</p> <p>9 THE WITNESS: So do I answer the question?</p> <p>10 MS. VAUGHN: You can answer if you're</p> <p>11 able.</p> <p>12 MR. JORDAN: If you can answer it without</p> <p>13 speculating.</p> <p>14 THE WITNESS: Can you repeat the question,</p> <p>15 please, Sarah.</p> <p>16 Q. (By Ms. Vaughn) I'll ask it in a</p> <p>17 different way. There are a lot of entries in this,</p> <p>18 on these invoices, particularly some of the later</p> <p>19 ones. Okay. I'm looking at this invoice from</p> <p>20 October 24th of 2023. This invoice makes up some of</p> <p>21 OLPC's claimed damages in this matter; correct?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. A lot of these entries relate to a</p> <p>24 subpoena to DocuSign and Mr. Lemons' attempt to quash</p> <p>25 that subpoena. Do you see that? "DocuSign, motion</p>	<p style="text-align: right;">Page 32</p> <p>1 Bruce Lemons exceeded his authority as trustee and</p> <p>2 breached the duties owed to her as an alleged</p> <p>3 beneficiary; correct?</p> <p>4 A. That's my understanding.</p> <p>5 Q. Okay. So it's OLPC's position that</p> <p>6 because Naomi Burton allegedly had access to the</p> <p>7 Waterton Land Trust document prior to legally</p> <p>8 receiving it in connection with the Mareva</p> <p>9 injunction, that Ephraim is responsible for all of</p> <p>10 the fees incurred in Burton v. Lemons; is that right?</p> <p>11 MR. JORDAN: Objection.</p> <p>12 A. That is correct.</p> <p>13 MR. JORDAN: Wait a minute. I object to</p> <p>14 Counsel's statement that she legally received it by</p> <p>15 virtue of the Mareva injunction.</p> <p>16 But your answer is on the record. Thank</p> <p>17 you, Mr. Olson.</p> <p>18 Q. (By Ms. Vaughn) Have these invoices been</p> <p>19 paid?</p> <p>20 A. Yes.</p> <p>21 Q. Who were they paid by?</p> <p>22 A. Initially they were paid -- I believe they</p> <p>23 were charged -- they were paid, I think, directly or</p> <p>24 indirectly, by OLPC and then charged -- Waterton Land</p> <p>25 Trust -- then it was charged back to Waterton Land</p>

<p style="text-align: right;">Page 33</p> <p>1 Trust with the understanding that OLPC will indemnify 2 it for all the costs incurred in connection with 3 this. So it's charged -- it was charged back to -- 4 charged to Waterton Land Trust. 5 Q. Okay, let's break this down. You said it 6 was paid either directly or indirectly by OLPC. 7 Which was it? 8 A. OLPC arranged for the payment of the fee 9 initially, and then Waterton Land Trust -- charged it 10 back to Waterton Land Trust. 11 Q. And you said OLPC arranged for the 12 payment. Did OLPC make a payment or arrange for some 13 other entity to pay it? 14 A. No, I believe that it paid it itself. 15 Q. Okay. And what proof would there be that 16 it was OLPC itself that paid this invoice? 17 A. The fact that I arranged for the payment 18 of it. 19 Q. Okay. Is there a document, documented 20 evidence, of that? Bank accounts, perhaps. 21 A. It was paid electronically. It might show 22 on the bank statement. It's possible. 23 Q. Whose bank statement? 24 A. OLPC's. 25 Q. Okay. And then you said that it was</p>	<p style="text-align: right;">Page 35</p> <p>1 A. No. Waterton Land Trust owes it to OLPC. 2 Waterton Land Trust owed it to OLPC and then used 3 that to pay back OLPCIL. 4 Q. How does that work? Explain that to me. 5 I don't understand that. 6 A. Well, if A owes B money and B owes C 7 money, B can assign the receivable from A to C to pay 8 its debt, to pay down its debt. 9 Q. Okay. So OLPC paid the invoices and then 10 charged that back to Waterton Land Trust; correct? 11 A. Yes. 12 Q. Waterton Land Trust did not pay that back 13 to OLPC, but instead charged it back to OLPCIL? 14 A. No, it assigned the receivable. It 15 factored the receivable. It got the receivable from 16 Waterton Land Trust, charged it back, and used that 17 asset to reduce its -- any amount it owed to OLPCIL. 18 And then OLPCIL was paid by Waterton Land Trust. 19 Q. Okay, to reduce the amount that OLPC owes 20 to OLPCIL? 21 A. Yes. 22 Q. Okay. Is this documented anywhere? This 23 assignment. 24 A. No, there's no written assignment 25 agreement.</p>
<p style="text-align: right;">Page 34</p> <p>1 charged back to Waterton Land Trust. I'm a mere 2 litigator. What does that mean in terms of 3 accounting? 4 A. It means that Waterton Land Trust then was 5 charged back that amount by OLPC on the understanding 6 that OLPC would indemnify it. So it was charged back 7 and -- was charged back -- 8 Q. Charged back. What does charged back 9 mean? 10 MR. JORDAN: Let him finish his answer. 11 A. It was charged back so that Waterton Land 12 Trust then owed that amount to, at that point, to 13 OLPC. 14 Q. (By Ms. Vaughn) And when was it charged 15 back to Waterton Land Trust? 16 A. Oh, I believe it was charged back -- I 17 believe at the end of each year, at the beginning of 18 the next year, charged back. 19 Q. Okay, and did Waterton Land Trust pay that 20 money back to OLPC? 21 A. OLPC had a receivable from Waterton Land 22 Trust that was then assigned back to, I believe, 23 OLPCIL. So it didn't -- it no longer owed it to -- 24 it no longer owed it to OLPC. 25 Q. Now OLPCIL owes it to OLPC?</p>	<p style="text-align: right;">Page 36</p> <p>1 Q. Who are the individuals that would know 2 about this charged-back receivable assignment between 3 OLPC Waterton Land Trust and OLPCIL? 4 A. I know that because that's what I did on 5 behalf of OLPC. 6 Q. Who are the other individuals that would 7 know about this? 8 A. Well, Waterton Land Trust would know that 9 its payable to OLPC was assigned, and so it would 10 know. 11 Q. Okay. And presumably OLPCIL would know 12 as well; correct? 13 A. Yes. 14 Q. Would OLPCIL have any documents 15 evidencing the debt that was paid down via this 16 method? 17 A. As I said before, there's no written 18 assignment. 19 Q. But presumably, all this would be 20 accounted for in accounting records; right? 21 A. Well, it would end up at the bottom line, 22 that's right. There would be a bottom line at the 23 end of the day, who owes what to who. 24 Q. And you're saying that this occurred at 25 the end of every year; correct?</p>

<p style="text-align: right;">Page 37</p> <p>1 A. I believe it occurred periodically, that's 2 correct. I believe it happened periodically. 3 Q. Okay. And these invoices here in 4 Exhibit 1 date back to October of 2022; right? 5 A. Uh-huh (affirmative). 6 Q. So presumably that evidence would exist 7 back to October of 2022? 8 A. Yeah. The assignment, the assignment 9 would have been made at the end of '22 or at the 10 beginning of '23. 11 Q. Okay. We may have to come back to that. 12 I'm still wrapping my head around that concept. But 13 the proof that OLPC paid these invoices in the first 14 place would be OLPC's bank account; correct? 15 A. Well, the proof would be that I paid it. 16 So would there also be evidence in the bank account? 17 It may or may not show that, I don't recall. 18 Q. I mean, typically payments are documented; 19 correct? 20 A. I don't know that it would necessarily 21 show the recipient on an electronic payment. It may 22 or may not. I don't know that. I don't recall. 23 Q. I'm talking about the payment from OLPC to 24 Foley. 25 A. Yes. I don't know that it necessarily</p>	<p style="text-align: right;">Page 39</p> <p>1 Mr. Olson, why does it say these documents were 2 produced by Hyrum Olson, the Waterton Land Trust, 3 Waterton Land Trust, Ltd and Joshua Olson? 4 A. Because they were named as defendants in 5 the lawsuit in Canada. 6 Q. And how did OLPC receive these invoices? 7 A. They were sent to my counsel. 8 Q. By whom? 9 A. By, I believe, the solicitors for Hyrum 10 Waterton Land Trust, Waterton Land Trust, Ltd and 11 Joshua. 12 Q. Do you know when your counsel received 13 them? 14 A. I believe it was in connection with the 15 expert report, which would have been sometime prior 16 to – sometime prior to the issuance of the expert 17 report. 18 Q. Okay. It looks like these invoices total 19 \$321,486.91. Do you see that? 20 A. Yes. 21 Q. Then in Mr. Hoffman's report – let's just 22 double check he's got the same amount. He does not. 23 He claims damages of \$237,450. Do you see that? 24 A. I see that. 25 Q. Do you know what the discrepancy is there?</p>
<p style="text-align: right;">Page 38</p> <p>1 shows on an electronic payment. I don't recall that 2 right now. 3 Q. Do you know what account OLPC used to pay 4 this amount? 5 A. Yes. I believe it was with a Wells Fargo 6 account that OLPC had. 7 Q. Okay. We might come back to this. We're 8 going to switch gears and go to the next set of 9 invoices. Getting my Adobe again, one second. Do 10 you see this document, Mr. Olson? 11 A. I see it. 12 Q. Okay, and it's 55 pages long. There's a 13 summary of BLG invoices. 14 A. Can I read the first page, please. I saw 15 it, but I didn't read it. 16 Q. Yes. 17 A. Can you make it a little bigger for me? 18 Thank you. 19 Okay, I see it. 20 Q. Okay. So this is what we're going to mark 21 as Exhibit 2. This is Bates numbered OL Private 22 Counsel-Ephraim Olson 14885 to 14909. 23 (EXHIBIT 2 WAS IDENTIFIED.) 24 These are all invoices from Borden 25 Lardner & Gervais. Looking at this first page,</p>	<p style="text-align: right;">Page 40</p> <p>1 A. Can you go back to – let me just add this 2 up with my calculator here for a moment, please. 3 Yes, that's the difference between the 4 Canadian dollar and the U.S. dollar. 5 Q. Okay, great. Is OLPC responsible for 6 paying these fees? 7 A. Yes. It's agreed to indemnity those 8 parties for the fees. 9 Q. Why did OLPC agree to indemnify those 10 parties for the fees? 11 A. Because the lawsuit was based on documents 12 that were stolen by Ephraim. 13 Q. Okay. What – so these invoices, they all 14 say, in the subject line, "trust litigation." Do you 15 know what specific lawsuit they relate to? 16 A. They relate to a lawsuit filed in April, 17 filed in April of 2022, by Carolyn, Naomi and other 18 unnamed parties against multiple parties, including 19 Hyrum, Waterton Land Trust, Waterton Land Trust, Ltd 20 and Joshua. 21 Q. Okay. Was that Burton v. Bison 22 Conservation Ranch? 23 A. No. 24 Q. No? Okay. What's the name of the case? 25 A. Well, it's Carolyn Olson, Naomi Burton,</p>

<p style="text-align: right;">Page 41</p> <p>1 some Jane Does and John Does, against these parties, 2 plus me, Bruce, Colette Williamson and I believe 3 other Jane and John Does. 4 Q. Okay. Do you know the case number? 5 A. No. It's a public record document in 6 Alberta, but I don't know the case number offhand. 7 No, I don't know that. 8 Q. Okay. Do you know anything else that 9 could assist somebody in finding this case? 10 A. Well, Ephraim testified that he thought he 11 was one of the John Does, so Ephraim probably could 12 find it. I'm sure he's had access to it since he 13 said he thought he was one of the John Does on there. 14 But the records are – they're public records in 15 Canada, so they're easy to find. 16 Q. Okay, and has OLPC produced any of the 17 documents from that lawsuit? Like the filings or the 18 pleadings. 19 A. Well, I'm not aware that they have been, 20 but I'm not aware that they haven't been. I don't 21 believe they have, but I'm not fully aware. 22 Q. You don't know? 23 A. I'm not aware they have, that's correct. 24 Q. Okay. So OLPC agreed to indemnify Hyrum 25 Olson; is that correct?</p>	<p style="text-align: right;">Page 43</p> <p>1 client of OLPC? 2 A. Yes. 3 Q. Is Joshua Olson a client of OLPC? 4 A. Yes. OLPC has done work for Joshua. 5 Q. In what sense? 6 A. Well, it's filed tax returns for him and 7 given him tax advice. 8 Q. Is Joshua Olson an employee of OLPC? 9 A. No. 10 Q. And does Joshua Olson have any sort of 11 corporate or trust or any relation to Waterton Land 12 Trust? 13 A. Well, as I said, all these lawsuits are 14 based on Waterton Land Trust and whatever involvement 15 he had and Hyrum had with it. 16 Q. And what involvement did Joshua Olson have 17 with Waterton Land Trust? 18 A. Well, the lawsuit alleges that he was 19 involved with it. 20 Q. And this agreement to indemnify, when was 21 it reached? 22 A. It was reached shortly after I was served 23 with the lawsuit and the Waterton Land Trust was 24 served. And I, at that point, entered into 25 discussions with the trustee of the Waterton Land</p>
<p style="text-align: right;">Page 42</p> <p>1 A. Hyrum – all the parties listed here. 2 Q. I want to break them down one by one. 3 OLPC agreed to indemnify Hyrum Olson; correct? 4 A. That is correct. 5 Q. Okay. Is Hyrum Olson a client of OLPC? 6 A. Yes, he is, because he's involved with the 7 Waterton Land Trust as a director and the Waterton 8 Land Trust, Limited. 9 Q. In this case, was he sued individually or 10 in his capacity related to Waterton Land Trust? 11 A. It was all mixed together. The lawsuit 12 is – in all capacities. But without the Waterton 13 Land Trust, he's not sued. It's involving the 14 Waterton Land Trust. 15 Q. Okay. Is Hyrum Olson an employee of OLPC? 16 A. No. 17 Q. Okay. The Waterton Land Trust, we've 18 talked about that already. That's a client of 19 OLPCCL; correct? 20 A. And OLPC, yes. 21 Q. Okay. Waterton Land Trust, Ltd., what's 22 the difference between the trust and the corporate 23 entity? 24 A. One is a corporation and one's a trust. 25 Q. Okay. Is Waterton Land Trust, Ltd a</p>	<p style="text-align: right;">Page 44</p> <p>1 Trust in connection with the indemnification. 2 Q. And that's Hyrum Olson? 3 A. That's correct. 4 Q. Okay, and then you presumably also entered 5 into discussions with Joshua Olson? 6 A. He was advised that since it related to 7 the Waterton Land Trust, he would also be 8 indemnified. 9 Q. Okay, and that agreement was reached when 10 they were served. When did that happen? 11 MR. JORDAN: Well, I'm going to object. 12 Misstates the evidence. He said when he was served. 13 A. Yeah, I was served. I became aware of it 14 at that point, and then subsequently I was advised 15 that Hyrum and the Waterton Land Trust had also been 16 served – advised by Hyrum, and that they had engaged 17 counsel. 18 Q. (By Ms. Vaughn) Okay. When were you 19 served? 20 A. Somewhere in the spring, I believe, of 21 2003. 22 Q. 2003? 23 A. Uh-huh (affirmative). 24 MR. JORDAN: 2023, Mr. Olson? 25 THE WITNESS: Oh, sorry. 2023, sorry,</p>

Page 45

1 sorry. I got up quite early this morning, so sorry
 2 if I'm a little sluggish.
 3 Q. (By Ms. Vaughn) Spring of 2023?
 4 A. Yeah.
 5 Q. Correct?
 6 A. I believe spring or summer. It could have
 7 been summer of '23, but sometime in '23.
 8 Q. Okay, and presumably --
 9 A. It was -- actually, I believe it was
 10 actually more than a year after. It was probably,
 11 now that I think of it, it was probably -- the
 12 lawsuit was from April. I don't think I was served
 13 until maybe as late as August or September, perhaps.
 14 August, it was probably August when I was served, but
 15 it was more than a year after the lawsuit had been
 16 filed.
 17 Q. When was the lawsuit filed?
 18 A. April of 2022.
 19 Q. And you think you were served anywhere
 20 from April 2023 to the summer of 2023?
 21 A. No, it was more than a year after, so it
 22 would have been almost certainly the summer of 2023 I
 23 was served.
 24 Q. Is there --
 25 A. Sorry?

Page 46

1 Q. Is there a document that would show when
 2 you were served?
 3 A. Oh, I'm sure it would be on the public
 4 court filings.
 5 Q. And presumably that document, that date,
 6 would also set the date for when this indemnification
 7 agreement was reached?
 8 A. Yes. It would be after I was served that
 9 I confirmed that OLPC would be -- would indemnify
 10 Waterton Land Trust and Hyrum for the fees.
 11 Q. Okay, and is that indemnification
 12 agreement written anywhere?
 13 A. No.
 14 Q. And what are the terms of that agreement?
 15 A. That OLPC will indemnify Waterton Land
 16 Trust for its costs in connection with this lawsuit.
 17 Q. And was the agreement to indemnify for the
 18 entire lawsuit or just a limited period of time?
 19 A. No, for the entire lawsuit.
 20 Q. Okay. So then looking at the summary
 21 here, why do we only have invoices from September
 22 of 2023 to March of '24?
 23 A. Those are all the invoices that have been
 24 presented for indemnification so far. I understand
 25 that there are ongoing matters, but I have not been

Page 47

1 advised of any further invoices that have been
 2 requested for indemnification yet.
 3 Q. How did they make the request for
 4 indemnification?
 5 A. Well, the request -- Hyrum made the
 6 request to me, and I had -- and then at that point I
 7 was advised of the amount of the invoice and the
 8 nature of the invoice. And then that's how it was
 9 agreed to. So as the invoices were rendered, we
 10 would be advised -- not necessarily the date the
 11 invoice was rendered, but advised that the amounts
 12 had been rendered.
 13 Q. Okay, and who would advise OLPC about
 14 that?
 15 A. About what? Sorry.
 16 Q. About the invoices for indemnification.
 17 You said as invoices were rendered, they would be
 18 advised of the invoice.
 19 A. Yeah. We would be advised of how much
 20 Waterton Land Trust had to pay, and then we would
 21 agree to pay that, but not as each invoice came out.
 22 It would be done, I believe, at the end of each -- at
 23 the end of each year we were advised of that, and we
 24 acknowledged that we're liable for those invoices.
 25 Q. And who would advise OLPC as to the

Page 48

1 invoices?
 2 A. As to the quantum of the invoices? Is
 3 that your question?
 4 Q. As to the incurrence and the amount.
 5 Which individual relayed that information to you?
 6 A. Hyrum relayed that information to me.
 7 Q. How did Hyrum relay that information to
 8 you?
 9 A. He would tell me orally as to that they
 10 had incurred the amounts, these invoices. So he'd
 11 tell me orally that they'd incurred amounts.
 12 Q. Okay. He never e-mailed you the invoices?
 13 A. No, no, other than these redacted
 14 invoices.
 15 Q. And then you also said that you would be
 16 advised as to the amount of the invoice and the
 17 nature of the invoice. What do you mean by the
 18 nature of the invoice?
 19 A. That it related to the lawsuit against
 20 Waterton Land Trust, the one that I was familiar
 21 with, the one with which I was served, the same
 22 lawsuit.
 23 Q. Is it your understanding -- is it OLPC's
 24 understanding that all of these invoices relate to
 25 that April 2022 lawsuit against Waterton Land Trust?

<p style="text-align: right;">Page 49</p> <p>1 If you'd like, I can send you them in the chat as 2 well and you can thumb through them, but they are 3 entirely redacted, so I'm not sure how helpful that 4 would be. 5 MR. JORDAN: Do you have the question in 6 mind, Mr. Olson? 7 THE WITNESS: Yes. 8 A. The answer is yes. 9 Q. (By Ms. Vaughn) Okay. So it's OLPC's 10 understanding that all of these invoices relate to 11 one lawsuit, correct? 12 A. Yes. Yes. 13 Q. How can we verify that? 14 MR. JORDAN: Objection; calls for 15 speculation by the witness. 16 A. How can I verify? 17 Q. (By Ms. Vaughn) Yes. 18 A. Well, perhaps you could send me -- Hyrum 19 told me that was the case. And perhaps you could 20 send me those invoices, I'll take a look. It's in 21 the same matter. 22 Q. I will do that. 23 Okay, that should have come through on the 24 chat now. 25 A. So I'm a party to that litigation myself</p>	<p style="text-align: right;">Page 51</p> <p>1 references to other trusts are referred to, all 2 of which -- other trust documents were stolen that 3 referred to the lawsuit. 4 Q. Which documents? 5 A. Trust deeds. Information from trust deeds 6 that were stolen are referred to in the pleadings, 7 the litigation. 8 Q. Are they -- 9 A. Go ahead. 10 Q. Are they referred to or are they used? 11 MR. JORDAN: Objection; vague. 12 A. The lawsuits are based upon information 13 from those trust deeds. 14 Q. (By Ms. Vaughn) Okay, and I just want to 15 clarify. You just said the lawsuits, plural. But 16 we're just talking about one lawsuit, right? 17 A. There were three lawsuits in Canada. This 18 was one of them. 19 Q. Okay. I'm only asking about this one 20 lawsuit. 21 A. Yes. 22 Q. Which specific documents were used in this 23 one lawsuit? 24 A. Several of the trust deeds, including 25 Waterton Land Trust, White Buffalo Trust, I believe</p>
<p style="text-align: right;">Page 50</p> <p>1 in my personal capacity. I'm aware that there are 2 actions going on. Because of my -- because I'm 3 personally a litigant, I was aware of actions that 4 involved Waterton Land Trust in that litigation. And 5 the file number is the same file number for all 6 matters, and so I'm aware that things are going on 7 during this time period in connection with that 8 lawsuit. I'm not aware that there's any other matter 9 with respect to which BLG is representing the 10 Waterton Land Trust. 11 Q. Okay. 12 A. Except for the lawsuit in Canada. 13 Q. Okay. Did OLPC have a duty to indemnify 14 Hyrum Olson, the Waterton Land Trust, Joshua Olson? 15 MR. JORDAN: Calls for a legal conclusion. 16 You can give your understanding. 17 A. OLPC believed it had an obligation to 18 indemnify them because the documents were stolen. 19 The documents on which this was based were stolen. 20 Q. (By Ms. Vaughn) Okay, and tell me which 21 specific documents were used in this lawsuit. 22 A. Referencing the lawsuit, it refers to 23 Waterton Land Trust, and in a previous -- it refers 24 to Waterton Land Trust. A reference is made about 25 White Buffalo Trust and other -- I think other</p>	<p style="text-align: right;">Page 52</p> <p>1 Olson Estate Trust, and -- those trusts, and there 2 may be others. The pleadings are quite extensive. 3 Also, I believe, referred to in -- yeah, so they're 4 in the pleadings. They're quite extensive. Like I 5 said, it's all public record. They're all -- these 6 various trust deeds are referred to, information on 7 the various trust deeds are referred to. 8 Q. Okay. And are the trust deeds referred to 9 or are they utilized in the litigation? In other 10 words, are they attached to any pleadings? 11 A. I believe so. 12 Q. Who attached them to the pleadings? 13 MR. JORDAN: Objection; calls for 14 speculation. 15 A. Counsel for Carolyn and Naomi. 16 Q. (By Ms. Vaughn) Which pleadings were they 17 attached to? 18 A. To affidavits that were filed in 19 connection with this litigation. 20 Q. Okay. How does OLPC link Carolyn and 21 Naomi -- so it's Carolyn and Naomi who are plaintiffs 22 in this lawsuit? 23 A. Yes. 24 Q. How does OLPC link their access to those 25 documents to Ephraim Olson?</p>

<p style="text-align: right;">Page 53</p> <p>1 A. Because they're the documents that were -- 2 they're the documents that were stolen in the -- by 3 Ephraim. 4 Q. That was not my question. Does OLPC have 5 evidence that Ephraim Olson sent those documents to 6 Carolyn? 7 A. Carolyn got copies of the documents from 8 Tim Akarapanich when Ephraim set up the call with Tim 9 to provide documents to Carolyn so that she could 10 have documents herself. 11 Q. Does OLPC have evidence that Ephraim sent 12 these documents to Naomi? 13 A. Well, Naomi's counsel and Carolyn's 14 counsel, who are the same person, has those 15 documents, so they got them somehow. 16 Q. So OLPC has no evidence that they got them 17 from Ephraim; correct? 18 MR. JORDAN: Objection; inconsistent with 19 the witness' testimony. 20 A. Ephraim arranged -- Ephraim arranged for 21 the theft of the documents, and Carolyn had those 22 documents because she downloaded them, and those 23 documents were used in connection with the lawsuit. 24 Q. (By Ms. Vaughn) And again, my question 25 was: Does OLPC have any evidence that Ephraim sent</p>	<p style="text-align: right;">Page 55</p> <p>1 MR. JORDAN: Objection. Who's "we" in 2 your question? 3 MS. VAUGHN: The collective. 4 Q. (By Ms. Vaughn) How can anyone tell that 5 the work done by BLG relates to those documents? 6 A. The lawsuit is based on those documents, 7 so all that relates to the documents. 8 Q. Okay, but do these invoices reference the 9 lawsuit? 10 A. How do you mean, "reference"? It says 11 "trust litigation, Waterton Land Trust and Hyrum." 12 Q. Right. Do they say anywhere that this 13 work done relates to the lawsuit that you told us is 14 related to the April 2022 lawsuit? 15 A. I'm advised that it does relate to that 16 lawsuit, exclusively to that lawsuit. 17 Q. And who advised you of that? 18 A. Hyrum advised me of that. 19 Q. Hyrum? 20 A. Hyrum advised me that this relates -- and 21 I'm aware because I'm a litigant in here -- that BLG 22 was involved, because I've got my own counsel 23 involved, and I'm aware that BLG was highly involved 24 representing the trust in connection with this 25 lawsuit.</p>
<p style="text-align: right;">Page 54</p> <p>1 these documents to Naomi? 2 A. No, we do not see an e-mail from Ephraim 3 to Naomi, if that's your question. 4 Q. Let me back up. What is this lawsuit 5 about? What's going on in it? 6 A. Well, the allegations are that all these 7 trust deeds, all these trusts from which we're 8 talking about here that relate to the stolen 9 documents, are part of some grand conspiracy on the 10 part of the trustees, the settlors, myself, to 11 somehow deny Carolyn, Naomi and other persons rights 12 to assets that they would have otherwise been 13 entitled to. 14 Q. And is it OLPC's position that this 15 lawsuit would not have been filed but for Ephraim's 16 access, allegedly accessing those documents? 17 A. Yes. 18 Q. What do you base that on? 19 A. The fact that the documents were used in 20 the litigation. The litigation is based on those 21 documents, based on information in those documents. 22 Q. How could we tell that the work done -- 23 let me share my screen again -- by the BLG relates to 24 the documents? 25 A. They relate?</p>	<p style="text-align: right;">Page 56</p> <p>1 Q. So is it just your word that we have to 2 link these invoices to that lawsuit? 3 A. Well, I'm aware of it. 4 MR. JORDAN: Objection; inconsistent with 5 the witness' testimony. 6 THE WITNESS: I'm aware of it, and on the 7 face of the document Hyrum has indicated this relates 8 solely to that, and I'm aware that there were things 9 going on at that time related to that lawsuit. 10 Q. (By Ms. Vaughn) What was going on in this 11 time frame related to that lawsuit? 12 A. Well, there was questions about -- let's 13 see. This was in August of '23. I believe that at 14 or about this time, there were hearings set for 15 questions on service, whether the service was good 16 service or not. 17 Q. Have these invoices been paid? 18 A. Yes. 19 Q. Who were they paid by? 20 A. Waterton Land Trust has paid these 21 invoices. 22 Q. And what's the proof of that? 23 A. Well, because they show they've been paid, 24 and Hyrum has advised that Waterton Land Trust has 25 been responsible for these accounts.</p>

<p style="text-align: right;">Page 57</p> <p>1 Q. So has OLPC incurred any debts as a result 2 of this?</p> <p>3 A. OLPC has agreed to indemnity Waterton Land 4 Trust and Hyrum for the cost of these invoices.</p> <p>5 Q. That agreement's not written; correct?</p> <p>6 A. That is correct.</p> <p>7 Q. And OLPC has not yet paid Waterton Land 8 Trust back; correct?</p> <p>9 A. No, it hasn't.</p> <p>10 Q. And OLPC reached this agreement sometime 11 in 2023; correct?</p> <p>12 A. Yes. Shortly -- it was soon after my 13 counsel contacted me about service that those 14 discussions were had.</p> <p>15 Q. And the documents that were used in this 16 case, you've identified a few specifics. Waterton 17 Land Trust, White Buffalo Trust, I think you said 18 maybe the Olson Estate Trust, and there might be 19 others; correct?</p> <p>20 A. Yes, Thomas -- I believe Thomas H. Olson 21 Trust is also referred to in there.</p> <p>22 Q. And it's OLPC's position that Carolyn 23 Olson received these documents from Tim A; correct?</p> <p>24 A. Yes.</p> <p>25 Q. What about the box of documents? Were</p>	<p style="text-align: right;">Page 59</p> <p>1 Mountain Buffalo Ranch, but I believe she testified 2 she didn't go through the documents that appeared to 3 belong to the law firm.</p> <p>4 Q. Do you have --</p> <p>5 A. But that will be -- that's in her 6 testimony, I mean, so if you want to pull up her 7 transcript, we can review that, but that's my 8 recollection.</p> <p>9 Q. Do you have an understanding -- or let me 10 back up. How can OLPC state that Carolyn got these 11 documents from Tim A rather than from the box?</p> <p>12 A. Well, Carolyn asked Tim for them because 13 she didn't have them. That's why she asked him to 14 produce all the documents. So obviously when she 15 stole the documents, she didn't have the documents.</p> <p>16 Q. And she asked Tim A for them herself; 17 correct?</p> <p>18 A. Well, Ephraim did, and then he passed it 19 on to Carolyn to take the rest of them, the rest of 20 the documents.</p> <p>21 Q. And how does OLPC know that?</p> <p>22 A. Because of the chats between Tim and 23 Carolyn and Ephraim.</p> <p>24 Q. So it's just limited to the chats. You're 25 inferring things beyond the chats; correct?</p>
<p style="text-align: right;">Page 58</p> <p>1 these documents in the box of documents?</p> <p>2 A. I don't believe so.</p> <p>3 Q. Okay.</p> <p>4 A. I don't think there were any printed 5 copies of those, to my recollection, in the box of 6 documents.</p> <p>7 Q. Are you familiar with a disk that was in 8 the box of documents that had these documents on it?</p> <p>9 A. I am aware that there is a disk.</p> <p>10 MR. JORDAN: Objection. Wait. Assumes 11 facts not in evidence.</p> <p>12 THE WITNESS: I understand that there may 13 have been a disk that may have had some or all of 14 these documents on there. I don't know.</p> <p>15 Q. (By Ms. Vaughn) And is it your 16 understanding that the box of documents was in 17 Carolyn Olson's home?</p> <p>18 A. Well, in our matrimonial home, yes, that's 19 what I understand.</p> <p>20 Q. And is it also your understanding that her 21 lawyer has testified -- Patricia Cundick, her divorce 22 lawyer -- has testified that she went through the box 23 of documents and pulled documents out of it?</p> <p>24 A. I'm aware that she testified that she 25 found the CRA document that referred to me and Moose</p>	<p style="text-align: right;">Page 60</p> <p>1 A. Sorry?</p> <p>2 Q. We're talking past each other. Can OLPC 3 state definitively that Carolyn Olson did not receive 4 these documents from the box of documents?</p> <p>5 A. Referring to the trust deed; is that 6 correct?</p> <p>7 Q. Yes, the ones used in this litigation in 8 the invoices from BLG. I'm limiting it solely to 9 that.</p> <p>10 A. Yes, I can.</p> <p>11 Q. How?</p> <p>12 A. Because when Carolyn got the documents 13 from Tim, she downloaded them and sent them to 14 Patricia Cundick.</p> <p>15 Q. Okay. Is that it?</p> <p>16 A. Yeah, I believe that's primarily it. I 17 think that's right. That's right, she did do that. 18 So that was the documents that Patricia had that 19 ended up with counsel in Canada, were the documents 20 that Carolyn sent to Patricia Cundick.</p> <p>21 Q. When does OLPC plan to pay Waterton Land 22 Trust back for this amount?</p> <p>23 A. It will pay it back when these matters are 24 resolved.</p> <p>25 Q. At some unknown point in the future?</p>

<p style="text-align: right;">Page 61</p> <p>1 A. Yeah, at some point in the future.</p> <p>2 Q. Let's look at Exhibit 3. Well, actually</p> <p>3 let's back up. Yeah, okay.</p> <p>4 (EXHIBIT 3 WAS IDENTIFIED.)</p> <p>5 This is OLPC's Second Supplemental</p> <p>6 Response to Interrogatory 13. Do you see this?</p> <p>7 A. I do.</p> <p>8 Q. And am I correct that that is your</p> <p>9 signature there?</p> <p>10 A. Yes.</p> <p>11 Q. And this was signed on May 22nd, 2024?</p> <p>12 A. Yes.</p> <p>13 Q. So interrogatory 13 specifically asked</p> <p>14 OLPC to name its clients that the documents -- the</p> <p>15 converted or the stolen documents were allegedly used</p> <p>16 against. Do you see that?</p> <p>17 A. Yes, I see that.</p> <p>18 Q. And then it also asks for the title and</p> <p>19 jurisdiction of the legal action. Do you see that?</p> <p>20 A. I see that.</p> <p>21 Q. Okay. Let's look at OLPC's response. We</p> <p>22 have the various documents. Then the response for</p> <p>23 the clients is right here. Are Hyrum Olson or Joshua</p> <p>24 Olson listed there?</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 63</p> <p>1 Q. And tell me where in paragraph 3 the</p> <p>2 lawsuit for the BLG invoices is identified.</p> <p>3 A. The lawsuit is a continuation of that</p> <p>4 initial case number.</p> <p>5 Q. Which one?</p> <p>6 A. The Mareva injunction. The lawsuit is</p> <p>7 basically the same case that was filed in that Mareva</p> <p>8 injunction.</p> <p>9 Q. Is it the same case or is it basically the</p> <p>10 same case?</p> <p>11 A. Well, it's refiled, but it's the same</p> <p>12 details as contained in the -- it's basically the</p> <p>13 same case as the injunction.</p> <p>14 Q. It's a separate legal action; correct?</p> <p>15 A. It's a separate legal action.</p> <p>16 Q. Okay.</p> <p>17 A. But it's the same case.</p> <p>18 Q. And it's not identified? Is it identified</p> <p>19 here?</p> <p>20 A. I don't see it on this list here, no.</p> <p>21 Q. Okay. Just to make sure it wasn't</p> <p>22 supplemented, this matter right here.</p> <p>23 MR. JORDAN: Is there a question?</p> <p>24 MS. VAUGHN: Yeah.</p> <p>25 Q. (By Ms. Vaughn) I'm wondering if this is</p>
<p style="text-align: right;">Page 62</p> <p>1 Q. Okay. Is Waterton Land Trust, Ltd listed</p> <p>2 there?</p> <p>3 A. No.</p> <p>4 Q. So are they not clients of OLPC?</p> <p>5 MR. JORDAN: Objection; misstates the</p> <p>6 document, misstates the testimony, asked and</p> <p>7 answered.</p> <p>8 THE WITNESS: Do I answer this question?</p> <p>9 MR. JORDAN: If you can.</p> <p>10 A. This, the Waterton Land Trust, includes</p> <p>11 trustees of the Waterton Land Trust, so Hyrum being</p> <p>12 sued is included in there. The costs relate to the</p> <p>13 lawsuit against the Waterton Land Trust.</p> <p>14 Q. (By Ms. Vaughn) Is Joshua Olson a trustee</p> <p>15 of the Waterton Land Trust?</p> <p>16 A. No, but it alleges he was involved with</p> <p>17 the Waterton Land Trust.</p> <p>18 Q. The lawsuit alleges that?</p> <p>19 A. Yes. It talks about a conspiracy and that</p> <p>20 it somehow involves Joshua as part of the Waterton</p> <p>21 Land Trust, as being involved with the Waterton Land</p> <p>22 Trust.</p> <p>23 Q. Okay.</p> <p>24 A. And the other trusts. He is the trustee</p> <p>25 of the Thomas H. Olson Trust, Joshua is.</p>	<p style="text-align: right;">Page 64</p> <p>1 the matter -- I'm just going through the supplements.</p> <p>2 I want to make sure we make sure we're being fair.</p> <p>3 A. Can I look at the document, please. Can</p> <p>4 you upload that for me to look at, please.</p> <p>5 Q. Yes.</p> <p>6 MR. JORDAN: Mr. Olson, the question</p> <p>7 pending is: In the first supplemental response to</p> <p>8 this interrogatory, is the Alberta case that you</p> <p>9 previously described identified?</p> <p>10 A. I'm just trying to go through here to see.</p> <p>11 Yes. I believe it's the case referred to</p> <p>12 on the second -- the supplemental response to</p> <p>13 number 13, case number 2201-04486.</p> <p>14 Q. (By Ms. Vaughn) Olson v. Olson?</p> <p>15 A. Yes.</p> <p>16 MR. JORDAN: Sarah, we've been going a</p> <p>17 couple hours now. Can we take a brief restroom</p> <p>18 break?</p> <p>19 MS. VAUGHN: Sure, and I will say this is</p> <p>20 taking a lot longer than I expected because of the</p> <p>21 response time, so we will be going past 5:30. We</p> <p>22 might be done at 6:00, if that's agreeable, then.</p> <p>23 We're off the record.</p> <p>24 (Recess 4:57 to 5:03.)</p> <p>25 MS. VAUGHN: I think I was ready to switch</p>

<p style="text-align: right;">Page 65</p> <p>1 gears. I'm going to look at the last set of 2 invoices. I think this will be Exhibit 5. This is 3 Bates numbered OL Private Counsel-Ephraim Olson 12651 4 to 12656. Oh, this was not what I want. Yeah, this 5 is Exhibit 4. 6 (EXHIBIT 4 WAS IDENTIFIED.) 7 So Exhibit 4 will be OL Private 8 Counsel-Ephraim Olson 14849 to 14854, and these are 9 the Peacock Linder Halt & Mack invoices. Mr. Olson, 10 do you see these? 11 A. Yes. 12 Q. Why does it say these documents were 13 produced by Thomas Olson? 14 A. Because the invoice was charged to me. 15 Q. Okay. And how did OLPC obtain these 16 documents? 17 A. My counsel provided them to Foley. 18 Q. Who is your counsel? 19 A. Peter Linder. 20 Q. Okay, and did they provide it to Foley? 21 A. Foley and the expert, yes. 22 Q. Is OLPC responsible for paying these fees? 23 A. Yes. 24 Q. Why? 25 A. Because this was in connection with the</p>	<p style="text-align: right;">Page 67</p> <p>1 because I was involved, since I was served with the 2 Mareva injunction. 3 Q. And where does OLPC's knowledge come from? 4 A. OLPC's knowledge about what? 5 Q. Of these invoices related to the trust 6 rather than you individually. 7 A. That's not what I said. I said they were 8 related to me and they relate to the trusts. We were 9 all -- several parties were subject to the Mareva 10 injunction. Related to all of us. 11 Q. Let me ask it a different way. Did 12 Peacock Winder Halt & Mack represent just you or you 13 and the trusts? 14 A. I guess that's a legal question. They 15 clearly represented me, and clearly the injunction 16 was set aside for all parties. So when the 17 injunction was set aside for me, it was set aside for 18 them, too. So whether that meant that he was -- I 19 don't know the answer. That's a legal question. I 20 don't know the answer to that. 21 Q. Is there a document that could tell us 22 that answer? 23 A. I think it's a question of law as to 24 whether, by representing me, they also represented 25 the trust. But the trust got the same benefit I did</p>
<p style="text-align: right;">Page 66</p> <p>1 Mareva injunction, which deigned an injunction 2 against the Waterton Land Trust, the Olson Estate 3 Trust, White Buffalo Trust and me personally. 4 Q. But why is OLPC responsible for payment of 5 these fees? 6 A. Because they're based on confidential 7 documents and information stolen by Ephraim and 8 Carolyn. 9 Q. And does OLPC have a legal obligation to 10 reimburse Thomas Olson for this? 11 MR. JORDAN: Objection; calls for a legal 12 conclusion. 13 A. It's not just Thomas Olson. The trusts 14 were enjoined in this, so the trusts -- the trusts 15 were attacked using the documents that were stolen, 16 as well as Tom. 17 Q. (By Ms. Vaughn) Okay, but these invoices, 18 are they to Thomas Olson or to the trust? 19 A. The invoices were sent to me, but the work 20 that was done was -- or the injunction that was set 21 aside, obtained and set aside, related to me and the 22 trusts. 23 Q. And what's the proof that the work done in 24 these invoices relates to you and the trust? 25 A. I'm aware of the work that was done</p>	<p style="text-align: right;">Page 68</p> <p>1 from this. The injunction was set aside. 2 Q. So you don't think it would be in the 3 engagement agreement? 4 A. No. 5 Q. So what is OLPC's responsibility to 6 reimburse you for your legal fees? 7 A. Based on the actions against all parties, 8 all parties were clients of OLPC, and the documents 9 were stolen by a former employee of OLPC. 10 Q. Are you a client of OLPC? 11 A. I am. 12 Q. Does OLPC have any agreement with you to 13 reimburse you for these legal fees? 14 A. Yes, it's supposed to reimburse me for the 15 legal fees. 16 Q. Is that written down somewhere? 17 A. No. 18 Q. Okay. Who negotiated that agreement 19 between OLPC and you to pay you back for your legal 20 fees? 21 A. That was me. 22 Q. You and yourself? 23 A. OLPC. I'm the manager of OLPC, and so I 24 also represent myself, as well as the Waterton Land 25 Trust and the Olson Estate Trust.</p>

Page 69

1 Q. But you don't know if these invoices
2 relate to Waterton Land Trust and the Olson Estate
3 Trust?
4 A. They do. The invoices to get the
5 injunction set aside affected all the parties, me,
6 Waterton Land Trust.
7 Q. But did Peacock Linder Halt & Mack perform
8 work for just you or also the trust?
9 A. Peacock Linder & Halt got the injunction
10 set aside, which affected all the parties, including
11 me.
12 Q. Okay. Who would know the answer to this
13 question about who Peacock Linder Halt & Mack
14 represented?
15 A. Well, I think --
16 MR. JORDAN: Objection; asked and
17 answered.
18 THE WITNESS: -- it's a legal question,
19 whether having to set -- that's a legal question.
20 Q. (By Ms. Vaughn) How is it a legal
21 question; do you know?
22 A. Well, it's a professional ethics question.
23 When Peter Linder represented me and had the
24 injunction lifted, was he also, as a matter of law,
25 representing the other parties who were listed on the

Page 70

1 injunction?
2 Q. Are you a trustee of the other parties
3 listed on the injunction?
4 A. No.
5 Q. Then why would Peter Linder's
6 representation of you infer representation of other
7 entities or a trust document?
8 MR. JORDAN: Objection; argumentative.
9 Sarah, he's told you it's a legal question. Why are
10 you asking him again and again?
11 MS. VAUGHN: Because someone has to know
12 this answer. It's not a legal question,
13 respectfully.
14 MR. JORDAN: Well, it is -- in his mind,
15 it's a legal question.
16 MS. VAUGHN: Okay. Let me ask a different
17 question, then, David.
18 Q. (By Ms. Vaughn) Mr. Olson, would Peter
19 Linder know the answer as to whether or not he
20 represented just you or you and also the entities?
21 MR. JORDAN: Objection; calls for
22 speculation as to what Peter Linder would know.
23 A. Again, it's an ethics question, whether he
24 was representing them or not, certainly. So he was
25 representing me for sure.

Page 71

1 Q. (By Ms. Vaughn) Okay. And is OLPC's
2 obligation to pay for these an agreement with you or
3 an agreement with the trusts?
4 A. I advised the trustees that I would pick
5 up the costs for the injunction, to set aside the
6 injunction.
7 Q. And you as an individual or you as a --
8 A. No, no. I, as a lawyer, agreed that it
9 would be -- that the responsibility fell on me, as a
10 lawyer, to be responsible for the efforts to set
11 aside the injunction.
12 Q. Okay. So you represented yourself as a
13 lawyer and advised yourself that OLPC should pay for
14 these -- let me back up. You are here as a
15 representative for OLPC; correct?
16 MR. JORDAN: Well, are you withdrawing
17 your last question?
18 MS. VAUGHN: Yeah. I didn't finish it.
19 MR. JORDAN: Okay. It's hard to tell
20 sometimes.
21 A. Yes, I'm here on behalf of OLPC.
22 Q. (By Ms. Vaughn) Okay. And you're also an
23 individual; correct?
24 A. I'm also an individual, yes.
25 Q. And you're also a lawyer; right?

Page 72

1 A. Yes.
2 Q. Okay. You advised, as a lawyer, the trust
3 entities that you, as a lawyer, should pick up the
4 fees for setting aside the Mareva injunction;
5 correct?
6 MR. JORDAN: Objection; misstates the
7 testimony. Maybe you could ask him as a lawyer for
8 whom, and I think you'd get to the bottom of what
9 you're looking for.
10 MS. VAUGHN: I'm going to let the question
11 stand.
12 MR. JORDAN: Okay, go ahead.
13 A. I'm a lawyer. I'm a lawyer that is the
14 manager of OLPC. I advised the trusts that the fees
15 would be taken care of; that they did not have to
16 deal with the fees; that I would deal with the fees.
17 And then I have an arrangement with OLPC that it
18 would indemnify the cost of those fees. So that's
19 the answer.
20 MS. VAUGHN: Okay. Can you read that
21 answer back.
22 (The previous answer was read back.)
23 Q. (By Ms. Vaughn) So you, as a lawyer, or
24 you, as a manager for OLPC, advised the trust that?
25 A. Well, in both capacities.

<p style="text-align: right;">Page 73</p> <p>1 Q. Okay.</p> <p>2 A. That I would -- in both capacities.</p> <p>3 Q. Okay, and you advised them that you, as a</p> <p>4 lawyer and manager of OLPC, would pick up the fees?</p> <p>5 A. Yes.</p> <p>6 Q. Is that correct?</p> <p>7 A. Yes.</p> <p>8 Q. And did OLPC, other than your agreement to</p> <p>9 indemnify, have an obligation to indemnify the trust</p> <p>10 for the Mareva injunction action?</p> <p>11 MR. JORDAN: Objection; calls for a legal</p> <p>12 conclusion.</p> <p>13 A. Could you repeat the question, please,</p> <p>14 Sarah.</p> <p>15 Q. (By Ms. Vaughn) Other than your agreement</p> <p>16 with the trust to indemnify them, was there an</p> <p>17 otherwise standing obligation for OLPC to indemnify</p> <p>18 the trusts?</p> <p>19 MR. JORDAN: Objection, and you changed</p> <p>20 the question as well.</p> <p>21 A. No, at that point that was -- when I gave</p> <p>22 my word that they would be taken care of, that was</p> <p>23 the agreement. That was the indemnification.</p> <p>24 Q. (By Ms. Vaughn) And is that an agreement</p> <p>25 that you voluntarily entered into?</p>	<p style="text-align: right;">Page 75</p> <p>1 addressed to you in Calgary, Alberta. Do you see</p> <p>2 that?</p> <p>3 A. Uh-huh (affirmative).</p> <p>4 Q. Why are they addressed to you in Alberta?</p> <p>5 MR. JORDAN: Objection; calls for</p> <p>6 speculation.</p> <p>7 A. My guess is that's probably what was on</p> <p>8 the file from many, many years ago.</p> <p>9 Q. (By Ms. Vaughn) And what are the terms of</p> <p>10 the indemnification you reached with yourself and the</p> <p>11 trusts?</p> <p>12 A. That OLPC would indemnify for all the</p> <p>13 costs related to the lawsuit underlying the Mareva</p> <p>14 injunction and setting aside the Mareva injunction.</p> <p>15 Q. Okay. And which confidential documents</p> <p>16 were used in the Mareva injunction matter?</p> <p>17 A. White Buffalo Trust Deed, the Waterton</p> <p>18 Land Trust Deed, the Olson Estate Trust Deed, the CRA</p> <p>19 documents, confidential documents that talked about</p> <p>20 me. Those are some that were used.</p> <p>21 Q. Which other documents were used?</p> <p>22 A. Well, I'd have to go back and look at</p> <p>23 Carolyn's affidavit. There may have been other</p> <p>24 documents, but those ones for sure.</p> <p>25 Q. And were they all attachments to the</p>
<p style="text-align: right;">Page 74</p> <p>1 MR. JORDAN: Objection; vague.</p> <p>2 A. Yes.</p> <p>3 Q. (By Ms. Vaughn) Okay. And again, we</p> <p>4 don't know, to my understanding, you don't know if</p> <p>5 these invoices relate to fees just for you or fees</p> <p>6 for the trust?</p> <p>7 A. The fees relate to the setting aside of</p> <p>8 the injunction.</p> <p>9 Q. Okay. And is Peter Linder the only one</p> <p>10 who would know who he was representing in these</p> <p>11 invoices?</p> <p>12 MR. JORDAN: Objection; calls for</p> <p>13 speculation.</p> <p>14 A. That's a question of ethics. He took</p> <p>15 instructions from me. I did not represent, on this</p> <p>16 matter, did not personally represent the trusts. He</p> <p>17 took instructions from me. They were beneficiaries</p> <p>18 of the legal work that was done. I don't know</p> <p>19 whether that means they were technically clients of</p> <p>20 his or whether the fact they were just -- I don't</p> <p>21 know, as a matter of law, whether they were treated</p> <p>22 as clients. I think that's an ethics question in</p> <p>23 Canada. It's not a question the answer of which I</p> <p>24 know.</p> <p>25 Q. (By Ms. Vaughn) Okay, and these are</p>	<p style="text-align: right;">Page 76</p> <p>1 affidavit?</p> <p>2 A. At this point I don't recall if they were</p> <p>3 attachments to the affidavit. They may have been.</p> <p>4 But certainly, from the transcript, with counsel,</p> <p>5 they were referred to. They were referred to in</p> <p>6 getting the ex-parte application in the first</p> <p>7 instance, the terms of the trust deeds, Waterton Land</p> <p>8 Trust and Olson Estate Trust.</p> <p>9 Q. Which transcript with counsel are you</p> <p>10 referring to?</p> <p>11 A. This was -- these are the transcript of</p> <p>12 the hearing, the ex-parte hearing that was held.</p> <p>13 They referred to the terms of the trust deeds.</p> <p>14 Q. And has that transcript been produced in</p> <p>15 this case?</p> <p>16 A. Not to my knowledge.</p> <p>17 Q. So how do you know that these documents</p> <p>18 were referred to in the transcript?</p> <p>19 A. Well, I listened to the transcript, and --</p> <p>20 I listened to the transcript and I saw the affidavit</p> <p>21 that Carolyn filed in connection with the Mareva</p> <p>22 injunction.</p> <p>23 Q. If the trust documents themselves are not</p> <p>24 attached to the affidavit, how do you know that she</p> <p>25 used those trust documents in drafting the affidavit?</p>

Page 77

1 A. Because the information had to come from
2 the documents that she had. Let me just think. I'm
3 not sure if they were attached or not attached. I
4 don't recall right now if those trust deeds were
5 attached or provided to the Court for the ex-parte
6 application. They were referred to, and her
7 affidavit clearly refers to information in those
8 affidavits.

9 Q. The injunction itself -- let's see. We'll
10 mark Exhibit 5 now.

11 (EXHIBIT 5 WAS IDENTIFIED.)

12 It says that it is entered based "upon
13 the ex-parte application of the Plaintiff, the
14 statement of claim... the affidavit... the brief
15 filed in support and hearing the submissions of
16 counsel." Do you see all that?

17 A. I do.

18 Q. So how do you know, or does OLPC know,
19 that this injunction was issued solely because of
20 Carolyn's access to those documents rather than
21 everything else in those documents?

22 A. Could you repeat the question, please.

23 Q. Yeah. Is there a way for us to tell that
24 without Carolyn Olson's access to the trust
25 documents, the Mareva injunction would not have

Page 79

1 A. I don't believe it has.

2 Q. So how am I supposed to know that?

3 A. Because I attended the cross-examination.

4 Q. Which stolen documents were used in the
5 ex-parte application?

6 MR. JORDAN: Objection; asked and
7 answered. That's the very question you asked ten
8 minutes ago, Sarah.

9 MS. VAUGHN: Great. I'd love to hear the
10 answer again, then.

11 A. Okay, well -- to read it back, I'll tell
12 you what it was. The Waterton Land Trust, the trust
13 deed, the Olson Estate Trust trust deed, the White
14 Buffalo Trust trust deed, the CRA documents
15 pertaining to the Moose Buffalo Ranch as they refer
16 to me at an audit level. Those documents were used.

17 Q. (By Ms. Vaughn) And were those documents
18 also used in the statement of claim?

19 A. They were used for both.

20 Q. Okay, and the affidavit of Carolyn Olson?

21 A. Yes.

22 Q. And the briefing filed in support of the
23 application?

24 A. Yes.

25 Q. Okay, and the submissions of counsel?

Page 78

1 issued?

2 A. Yes, I believe that's the case.

3 Q. How do you know that?

4 A. Because in making the attempt to make the
5 application ex-parte, the argument was made that the
6 admissions of the trust deeds allow the trust to be
7 moved offshore, and therefore it's necessary to do it
8 ex-parte, without the benefit of cross-examination of
9 Carolyn on her affidavit, because if I had knowledge
10 of it as protector, I could conspire to have the
11 trusts immediately moved offshore outside the
12 jurisdiction of the Court.

13 Q. That was the basis?

14 A. That was the -- because the trust deed
15 permits that, and that was referred to by the judge,
16 that the trust could be taken out of his
17 jurisdiction.

18 Q. And it's your belief that Carolyn Olson
19 had no other way to know that the trust deed said
20 that, other than getting them from Tim A?

21 A. She admitted that, I believe, on her
22 cross-examination, that she knew that because of the
23 documents she stole.

24 Q. Okay, and has that cross-examination been
25 produced in this case?

Page 80

1 A. Yes.

2 Q. Okay. And have all of those documents
3 been produced in this case?

4 A. No.

5 Q. Why not?

6 MR. JORDAN: Objection; calls for
7 speculation.

8 A. If they haven't, I don't know if we're
9 authorized or able to produce those documents.

10 Q. (By Ms. Vaughn) Why wouldn't they be --

11 A. Maybe at all.

12 Q. Why wouldn't you be able to produce them?

13 MR. JORDAN: Objection; calls for a legal
14 conclusion.

15 Mr. Olson, I instruct you not to reveal
16 any privileged information based upon any privileged
17 conversations with counsel.

18 A. It's privileged information, then, based
19 on my discussions with counsel.

20 Q. (By Ms. Vaughn) Okay, but --

21 MR. JORDAN: That's certainly something
22 you can discuss with Monica if you'd like to.

23 Mr. Olson doesn't make decisions about what gets
24 produced and what doesn't get produced.

25 MS. VAUGHN: Great. That's a great

<p style="text-align: right;">Page 81</p> <p>1 clarification. Thank you, David.</p> <p>2 Q. (By Ms. Vaughn) The affidavit has been</p> <p>3 produced, though; right, Mr. Olson?</p> <p>4 A. I don't know if the affidavit has or</p> <p>5 hasn't. I don't recall. It may have been.</p> <p>6 Q. Okay.</p> <p>7 A. But I'm aware of the affidavit because I</p> <p>8 read it myself and I was there for the cross.</p> <p>9 Q. You're aware -- we talked about this</p> <p>10 earlier -- that Ms. Cundick testified that she found</p> <p>11 some of the documents -- I think at least the CRA</p> <p>12 document -- herself in the box of documents; correct?</p> <p>13 A. I'm aware that she said she found it in</p> <p>14 the box.</p> <p>15 Q. Okay, and are you aware that she testified</p> <p>16 that she was the individual that sent it to Dentons?</p> <p>17 A. I don't recall that. That may be.</p> <p>18 Q. So is OLPC seeking damages relating -- let</p> <p>19 me back up. Is OLPC seeking damages for that CRA</p> <p>20 document from Ephraim?</p> <p>21 A. Well, it's all part of one parcel, so the</p> <p>22 Mareva injunction was based on several things.</p> <p>23 That's just one of several things.</p> <p>24 Q. So is the answer yes?</p> <p>25 A. Yes, it is. It is.</p>	<p style="text-align: right;">Page 83</p> <p>1 finished?</p> <p>2 A. No. The lawsuit against me is ongoing.</p> <p>3 Q. That's a separate lawsuit, though; right?</p> <p>4 A. It arises out of the same stolen</p> <p>5 documents.</p> <p>6 Q. So is the Mareva injunction finished?</p> <p>7 A. The Mareva injunction, this aspect is</p> <p>8 finished, yes.</p> <p>9 Q. And just looking at Exhibit 3, the</p> <p>10 response to written discovery, that's this case;</p> <p>11 correct? Olson v. Olson, 2001-14224.</p> <p>12 A. Yes, I believe that's correct.</p> <p>13 Q. Okay, and is that lawsuit closed?</p> <p>14 A. Yes.</p> <p>15 Q. And is there proof, Mr. Olson, documented</p> <p>16 proof that you individually paid for the fees</p> <p>17 incurred in Exhibit 4?</p> <p>18 A. I incurred -- yes, I believe there would</p> <p>19 be some record showing that it was charged against my</p> <p>20 account.</p> <p>21 Q. Okay, and then would there be some record</p> <p>22 of the chargeback between you and OLPC?</p> <p>23 A. I don't know what that record would be</p> <p>24 offhand.</p> <p>25 Q. Do you remember when you, as an</p>
<p style="text-align: right;">Page 82</p> <p>1 Q. But Ephraim's not responsible for sending</p> <p>2 that document; right?</p> <p>3 A. Responsible? I don't know if he had</p> <p>4 discussions with Cundick about it or not.</p> <p>5 Q. You just don't know?</p> <p>6 A. No, I wasn't there for any discussions</p> <p>7 that he may or may not have had with Carolyn's</p> <p>8 counselor, Patricia Cundick.</p> <p>9 Q. Have these invoices in Exhibit 4 been</p> <p>10 paid?</p> <p>11 A. Yes.</p> <p>12 Q. Who were they paid for by?</p> <p>13 A. They were paid by -- I paid for them at</p> <p>14 the outset.</p> <p>15 Q. You as an individual?</p> <p>16 A. I believe that I was charged the amount</p> <p>17 originally and then charged it back to OLPC. So I</p> <p>18 believe it was the funds were charged to my account,</p> <p>19 and then OLPC said it would indemnify me from that.</p> <p>20 Q. And has OLPC paid that amount to you?</p> <p>21 A. No.</p> <p>22 Q. When is it going to do that?</p> <p>23 A. At some point when these matters are</p> <p>24 finished.</p> <p>25 Q. Okay. Isn't the Mareva injunction</p>	<p style="text-align: right;">Page 84</p> <p>1 individual, paid these fees?</p> <p>2 A. I don't recall. It would have been -- it</p> <p>3 would have been soon after, I think, the invoice was</p> <p>4 rendered.</p> <p>5 Q. Okay, and do you know when the agreement</p> <p>6 or when the chargeback to OLPC occurred?</p> <p>7 A. I believe it happened -- it would have</p> <p>8 been at about the same time.</p> <p>9 Q. And this would show, I mean, if it's been</p> <p>10 a chargeback to OLPC, wouldn't it show as a debt in</p> <p>11 OLPC's books?</p> <p>12 A. OLPC shows up on my personal tax return.</p> <p>13 It's a flow-through entity for tax purposes.</p> <p>14 Q. So this could potentially be, this debt</p> <p>15 could be seen for OLPC on your personal tax returns?</p> <p>16 A. No, because it doesn't show up like that.</p> <p>17 It's a line item.</p> <p>18 Q. A line item in what?</p> <p>19 A. In the personal tax returns. So the line</p> <p>20 item shows all the expenses. It doesn't break out</p> <p>21 individual liabilities. It just shows all the</p> <p>22 expenses of OLPC, so it wouldn't show that, would not</p> <p>23 show that.</p> <p>24 Q. So there should be a document that shows</p> <p>25 the debt is owed by OLPC; right? Your tax returns</p>

<p style="text-align: right;">Page 85</p> <p>1 are based on something; right?</p> <p>2 A. Well, there would be this invoice,</p> <p>3 probably. This invoice would be there. That would</p> <p>4 be the backup for it.</p> <p>5 Q. Just the invoice issued to you?</p> <p>6 A. Yeah, that indemnified me for that. That</p> <p>7 would be the invoice, would be the evidence that it</p> <p>8 was obligated, the quantum and the fact the debt was</p> <p>9 incurred.</p> <p>10 Q. Does OLPC keep records of the debts that</p> <p>11 it owes?</p> <p>12 A. Well, it's obligated to indemnify me, so</p> <p>13 we have -- where the invoices are retained, we keep</p> <p>14 copies of those invoices. We keep copies of the</p> <p>15 invoices.</p> <p>16 Q. Does OLPC use any accounting documents to</p> <p>17 keep track of its liabilities?</p> <p>18 A. There may be some ledger somewhere that</p> <p>19 would have that, but the documents would be these</p> <p>20 documents here. These are the documents that would</p> <p>21 identify the quantum of the debt, the quantum of the</p> <p>22 indemnity.</p> <p>23 Q. So OLPC does have ledgers?</p> <p>24 A. It would have some ledger somewhere that</p> <p>25 would record that, I think, in preparing the tax</p>	<p style="text-align: right;">Page 87</p> <p>1 and I don't recall right now whether it was -- shows</p> <p>2 up as a specific liability or not, or it's just a</p> <p>3 contingent liability, which don't show up yet. So on</p> <p>4 this one, it shows up -- I believe it shows up as an</p> <p>5 expense in OLPC that's --</p> <p>6 Q. I don't want to interrupt you, I just want</p> <p>7 to make sure we're being clear. When you said on</p> <p>8 this one it would show up as an expense for OLPC, are</p> <p>9 you talking about Exhibit 2 or Exhibit 4?</p> <p>10 A. The one you're showing me -- no, no,</p> <p>11 sorry.</p> <p>12 Q. Exhibit 4?</p> <p>13 A. Yes, Peacock Linder Halt Mack, yes. That</p> <p>14 one, I believe the expense shows up on the -- on my</p> <p>15 tax return, but it's not broken out as a separate</p> <p>16 expense, but I believe that it may show up on my tax</p> <p>17 return from the LLC. The other ones I don't think</p> <p>18 show up on the tax return yet.</p> <p>19 Q. And you mentioned a word, "contingent</p> <p>20 liabilities." Are the liabilities that OLPC has,</p> <p>21 based on Exhibit 4 and Exhibit 2 -- let me put them</p> <p>22 next to each other.</p> <p>23 A. Well, "contingent," let me clarify. It's</p> <p>24 not contingent in that sense. I'm not -- on a cash</p> <p>25 basis in PC, so it hasn't been paid yet. So it's on</p>
<p style="text-align: right;">Page 86</p> <p>1 return.</p> <p>2 Q. That would show the debt owed from OLPC to</p> <p>3 you individually?</p> <p>4 A. It would show the -- well, it may not, so</p> <p>5 it may not incur the expense. An indemnity would not</p> <p>6 necessarily show up on a ledger. It could, but it</p> <p>7 wouldn't necessarily show up on a ledger. An</p> <p>8 indemnity may or may not show up on a ledger, so I</p> <p>9 can't actually speak to that.</p> <p>10 Q. Who would know if the indemnities we've</p> <p>11 gone over here in Exhibit 4 and Exhibit 2 would show</p> <p>12 up on OLPC's ledger?</p> <p>13 A. These would not show up on OLPC's ledger</p> <p>14 because they were charged back to Waterton Land</p> <p>15 Trust, so they wouldn't show up on OLPC's ledger</p> <p>16 until OLPC paid the account, I believe.</p> <p>17 Q. I believe you told me that these invoices</p> <p>18 were paid by Waterton Land Trust.</p> <p>19 A. Yes.</p> <p>20 Q. And that OLPC has agreed to indemnify</p> <p>21 Waterton Land Trust from the cost of the invoices.</p> <p>22 A. Yes.</p> <p>23 Q. Wouldn't that be the same chargeback that</p> <p>24 we just talked about in Exhibit 4, same concept?</p> <p>25 A. Not necessarily, because on my account,</p>	<p style="text-align: right;">Page 88</p> <p>1 a cash basis, so it hasn't been paid yet.</p> <p>2 Q. If it's a not cash basis, what is the</p> <p>3 basis? How does OLPC keep its accounting records?</p> <p>4 A. On a cash basis.</p> <p>5 Q. I thought you just said it's not a cash</p> <p>6 basis.</p> <p>7 A. No, I said -- no. I said it wasn't</p> <p>8 contingent. It hasn't been deducted yet in OLPC</p> <p>9 until it's paid.</p> <p>10 Q. But how does OLPC carry these liabilities</p> <p>11 year to year? Are there any documents that show</p> <p>12 that?</p> <p>13 A. These tax -- these invoices that have been</p> <p>14 submitted for reimbursement.</p> <p>15 Q. Okay, but I thought I heard you testify</p> <p>16 earlier that you only got these invoices when your</p> <p>17 counsel reached out to the lawyers at Peacock and</p> <p>18 BLG.</p> <p>19 A. These invoices, copies of the invoices</p> <p>20 received that Hyrum identified to me that he was</p> <p>21 incurring liabilities and advised me as to the</p> <p>22 quantum of that. And we made note of that. I made</p> <p>23 note of that, that these were the obligations, and I</p> <p>24 think --</p> <p>25 Q. Where did you make note of that?</p>

Page 89

1 A. I don't recall. I don't recall where I
2 would have made that note. It's not something I have
3 right now, but I was trying to keep track of the
4 costs on this.
5 Q. What documents would show you were trying
6 to keep track of the costs on this?
7 A. Oh, Hyrum just kept advising me from time
8 to time of the costs. So I don't have -- I don't
9 know that I have a particular notation, but I was
10 trying to keep track of generally the quantum of the
11 costs of these. So I don't have -- whether there was
12 a notation or just my memory, I don't recall right
13 now, but I was aware of the costs and the quantum of
14 the costs.
15 Q. So were you just --
16 A. Certainly by the end of each year.
17 Q. Were you just doing it in your head?
18 A. Well, I don't recall if there was, you
19 know, if there was some scratch paper that had it or
20 not. I don't recall that, or whether I got a
21 calculator out, I don't recall that. But I was aware
22 of the general quantum. Each year I wanted to know
23 the general quantum of those costs.
24 Q. And you cannot point us to any documents
25 which would show OLPC carrying these liabilities year

Page 90

1 to year?
2 A. Well, they haven't been paid yet, but
3 they're indemnifications. But other than the fact
4 that I was aware they were there, I was not -- I was
5 not aware of that.
6 Q. Other than your individual knowledge, your
7 knowledge?
8 A. Knowledge that was given to me by Waterton
9 Land Trust.
10 Q. And before this litigation --
11 A. Of the costs.
12 Q. Before this litigation, had you ever seen
13 these actual invoices?
14 A. No. Well, at Peacock Linder & Holt I did,
15 but not the BLG or the Foley invoices.
16 Q. Okay. You only saw those -- OLPC only saw
17 those invoices in relation to this lawsuit?
18 A. Yes.
19 Q. I want to go back to the supplemental
20 response. Okay. Again, we asked you -- we asked
21 OLPC in this response to identify, you know, the
22 title and jurisdiction of legal actions where its
23 alleged documents were stolen -- or used, sorry --
24 where its documents were used. OLPC identified
25 actions here in subparagraph 3, one of which was

Page 91

1 Olson v. Olson, and that is the state court divorce
2 proceeding here in Utah; correct?
3 A. That's correct.
4 Q. Okay. Did any of the invoices we reviewed
5 in Exhibits 1, 4 or 2 relate to that Utah State
6 divorce matter?
7 A. No.
8 Q. So OLPC is not seeking any damages in this
9 case relating to the state divorce matter, Olson v.
10 Olson, case number 204904555?
11 A. Well, that's an issue between our expert
12 and counsel as to which ones they've identified. I
13 believe they're in the expert report.
14 Q. Sitting here today, is OLPC seeking any
15 damages relating to that case?
16 A. Again, at this point my understanding is
17 counsel and the expert have not sought any damages
18 with respect to that particular litigation.
19 Q. Okay.
20 A. That involve me.
21 Q. Why that distinction, that involve you?
22 What does that mean?
23 A. Well, I was sued in that case, and I have
24 not -- I am not seeking, on this case,
25 indemnification for me on that.

Page 92

1 Q. Okay. Didn't you file for that divorce?
2 A. I did.
3 Q. Okay. Just wanted to make sure we're
4 talking about the same one. Okay, the next one is
5 Olson v. Olson, the Mareva injunction. And those are
6 the invoices that we just went over in Exhibit 4;
7 correct? From Peacock Linder Halt & Mack.
8 A. Yes.
9 Q. Okay, and sitting here today, only the
10 damages in Exhibit 4 -- let me rephrase. OLPC is
11 only seeking to recover the damages detailed relating
12 to the Mareva injunction in Exhibit 4; correct?
13 A. Yes.
14 Q. And then we have Burton v. Bison
15 Conservation Ranch. Did any of the invoices we
16 looked at in Exhibits 1, 2 and 4 deal with that
17 matter?
18 A. No.
19 Q. So OLPC is not seeking any damages
20 relating to that lawsuit; correct?
21 A. That's my understanding.
22 Q. Okay. The next one, Olson v. Burton,
23 King's Bench of Alberta, did any of the invoices we
24 went over today relate to that lawsuit?
25 A. No.

<p style="text-align: right;">Page 93</p> <p>1 Q. So OLPC is not seeking any damages 2 relating to that lawsuit; correct? 3 A. That's my understanding. 4 Q. Law Society of Manitoba complaint against 5 Thomas Olson is the next one. Same question. Did 6 any of the invoices relate to that lawsuit? 7 A. No. 8 Q. OLPC is not seeking damages relating to 9 that lawsuit; correct? 10 A. That's my understanding. 11 Q. The next one listed here is Burton v. 12 Lemons, and those are the invoices we went over in 13 Exhibit 1; right? 14 A. I think that's the exhibit. Let me just 15 confirm. Foley's was the first exhibit, that's 16 correct. 17 Q. Okay. And the only damages that OLPC is 18 seeking relating to the Burton v. Lemons matter are 19 those damages described in Exhibit 1; correct? 20 A. Well, the matter is ongoing in Canada, so 21 I expect there will be additional invoices submitted 22 at some point for reimbursement, indemnification. 23 Q. But sitting here today, the only damages 24 OLPC is seeking are the ones in Exhibit 1; right? 25 MR. JORDAN: Objection; asked and</p>	<p style="text-align: right;">Page 95</p> <p>1 Q. And the July 14th, 2023 affidavit of Naomi 2 Burton. Do you see that? 3 A. Yes. 4 Q. Okay, in this Alberta matter, the 5 2201-04486; right? 6 A. Yes. 7 Q. Why, then, do we not have invoices from 8 BLG in those time periods? Let's go side to side 9 again. So March 16th of 2023 is when Carolyn used 10 allegedly stolen documents in that lawsuit, and yet 11 we don't have any invoices from BLG in that matter 12 for March of 2023; right? 13 A. We don't. 14 Q. Why not? 15 A. Because we have -- neither we nor the 16 trust had been served on the claim yet. 17 Q. But I thought this action was filed in 18 2022. 19 A. It was. 20 Q. Okay, and there was no legal work being 21 done until September 21 of '23? 22 A. That's correct. 23 Q. Okay. Was that also why there's no fees 24 incurred in July of 2023 when Naomi filed her 25 affidavit?</p>
<p style="text-align: right;">Page 94</p> <p>1 answered. 2 A. The answer is yes. 3 Q. (By Ms. Vaughn) And what's the lawsuit in 4 Canada that you're talking about? 5 A. It's a lawsuit between Carolyn and the 6 trusts and Bruce Lemons and me and several other 7 parties. 8 Q. Okay. Is that this Olson v. Olson case? 9 A. I believe that's the case number. 10 Q. And I think you also testified that in the 11 supplemental response to interrogatory number 3, 12 Olson v. Olson, case number 2201-04486, are the 13 documents or is the case that's detailed in invoices 14 in Exhibit 2; correct? 15 A. I believe that to be the case. 16 Q. Okay. 17 MR. JORDAN: Just to correct the record, 18 you said supplemental response to interrogatory 19 number 3. It's 13. 20 MS. VAUGHN: Yes, thank you. 21 Q. (By Ms. Vaughn) Okay. And here in the 22 supplemental response you state that documents were 23 also used in the March 16, 2023 affidavit of Carolyn 24 Olson. Do you see that? 25 A. Yes.</p>	<p style="text-align: right;">Page 96</p> <p>1 A. That's correct. 2 Q. Was anyone defending the case at that time 3 when Carolyn and Naomi filed their affidavits? 4 A. No. 5 Q. No, okay. So is OLPC seeking any damages 6 related to those affidavits in that case? 7 A. Yes. 8 Q. And where are the fees incurred because of 9 those affidavits? 10 A. They're in the BLG invoices. 11 Q. Okay, just several months later? 12 A. Yes. 13 Q. And how do we know that? Is there a way 14 for me to tell that these redacted entries relate to 15 those affidavits? 16 A. Not from the invoices. 17 Q. And then also in the supplemental response 18 to interrogatory 13, OLPC says that in a December 20, 19 2023 affidavit in a matter pending in the Cook 20 Islands, that these documents showed up as well; is 21 that right? 22 A. That's correct. 23 Q. Okay. Did any of the invoices we went 24 over today relate to the matter in the Cook Islands? 25 A. No.</p>

Page 97

1 Q. So OLPC is not seeking damages related to
2 the use of its confidential documents in the Cook
3 Islands matter?

4 A. I have not received any invoices for
5 indemnification from White Buffalo Trust at this
6 point.

7 Q. Who is the trustee of White Buffalo Trust?

8 A. Well, it's confidential information, so --
9 it's confidential information. I don't know that
10 I've got that information at this point. But I don't
11 -- I don't know at this point for sure what the name
12 of the trustee is.

13 Q. So how did OLPC receive notice that this
14 document was used in the Cook Islands matter?

15 A. Because it was served on me. I saw it
16 with my eyes.

17 Q. Oh, December 20th of 2023?

18 A. Yeah, I believe it was served on me in
19 December of 2023.

20 Q. Okay. And then we have the second
21 supplemental response, which talks about the draft of
22 a proposed stipulation in the marital dispute being
23 used in a May 9th, 2024 mediation. Did any of the
24 invoices we reviewed today relate to that May 9th,
25 2024 mediation?

Page 99

1 that they had pulled together some information. So
2 other than what he told me, it would have been some
3 small part of that final bill from March.

4 Q. Okay. We've gone over the invoices. We
5 went over the response to discovery. I have a few
6 more questions. Excuse me. One of the allegations
7 in this case is that -- let me share this again.

8 This will be Exhibit 6, which is -- sorry, not that
9 one. Let's see. Here we go. We'll mark this one as
10 Exhibit 6.

11 (EXHIBIT 6 WAS IDENTIFIED.)

12 It's Ephraim Olson 8399 to 8473. One of
13 the allegations in this lawsuit is that: "Ephraim
14 Olson, while he was an employee of OLPC, sent these
15 confidential stipulation and agreements to his
16 personal e-mail and then sent them to Patricia
17 Cundick's divorce counsel."

18 Are you aware of that allegation?

19 MR. JORDAN: Object as beyond the scope.
20 Sarah, would you please explain how this relates to
21 the scope of this supplemental deposition outlined by
22 the judge and defined by your exhibit to your
23 deposition notice.

24 MS. VAUGHN: Yeah. If you'll let me get
25 to my next question, none of the invoices we went

Page 98

1 A. My understanding is that -- can we go back
2 and look at those invoices?

3 Q. Yeah. Which ones would you like to look
4 at?

5 A. Well, the BLG, and I think that's
6 Exhibit 2, and I think I have that here.

7 Q. Okay. Oh, that's 4, sorry.

8 A. I believe that the final bill related, at
9 least in part, to that mediation, which is -- the
10 date is March 5th, 2024.

11 Q. Okay, and how do you know that this
12 March 5th, 2024 invoice related to a mediation that
13 was set to occur in two months?

14 A. Because counsel for Carolyn had discussed
15 mediation with my counsel, and I was aware of it.
16 And so Peter Linder advised me that I would need to
17 get some information ready for that, and I was
18 advised by Hyrum that his counsel was preparing some
19 maps and some items for that. So that would have
20 been included in some of the work done in that final
21 invoice.

22 Q. Other than the statement you received from
23 Hyrum, is there any way to tell, based on the
24 document itself, that it relates to the mediation?

25 A. Just a second here. No. Hyrum mentioned

Page 100

1 over relate to these documents. That's going to be
2 the next question. So if you give me a little
3 leeway, we'll be done soon.

4 MR. JORDAN: Okay, but what's your
5 question?

6 Q. (By Ms. Vaughn) Are you aware of the
7 allegation that part of OLPC's complaint is that
8 Ephraim took these documents while he was an employee
9 of OLPC and sent them to Patricia Cundick, to Carolyn
10 Olson's counsel Patricia Cundick? Are you aware that
11 allegation has been made?

12 A. Yes.

13 Q. Okay. And did any of the invoices we went
14 over relate to litigation where these documents were
15 used?

16 A. Yes.

17 Q. Which ones?

18 A. Both the stipulation agreements.

19 Q. Let me clarify. Before the mediation in
20 May of 2024, Burton v. Lemons, were these documents
21 used in Burton v. Lemons?

22 A. I don't believe so.

23 Q. Okay. Were these documents used in the
24 Mareva injunction?

25 A. Yes.

<p style="text-align: right;">Page 101</p> <p>1 Q. When and where?</p> <p>2 A. They were used in connection with</p> <p>3 Carolyn's affidavit.</p> <p>4 Q. How do you know that?</p> <p>5 A. Because it has information on there that</p> <p>6 came from these stolen documents.</p> <p>7 Q. Which information?</p> <p>8 A. Corporations that were at some point owned</p> <p>9 by me, a family member, or the trusts, partnerships,</p> <p>10 that were involved by me, the corporations or the</p> <p>11 trust.</p> <p>12 Q. I'm going to send you this document. I</p> <p>13 would like you to go through it and tell me which</p> <p>14 parts were used in the Mareva action. It's titled</p> <p>15 Exhibit 7, but it actually got entered as Exhibit 6.</p> <p>16 MR. JORDAN: Are you thinking we're seeing</p> <p>17 it in the chat?</p> <p>18 MS. VAUGHN: It's coming. It's loading.</p> <p>19 It should be there now.</p> <p>20 A. Yes. It's paragraph -- back up here --</p> <p>21 definitions 1.5, Roman VIII, Roman IX and Roman X.</p> <p>22 Q. (By Ms. Vaughn) And what Bates number</p> <p>23 pages are you on?</p> <p>24 A. Sorry?</p> <p>25 Q. The Bates numbers that those sections</p>	<p style="text-align: right;">Page 103</p> <p>1 Ephraim sent?</p> <p>2 MR. JORDAN: Before you answer, Mr. Olson,</p> <p>3 Sarah, I'm going to ask you again, the scope of this</p> <p>4 is the damage invoices and the basis therefor. What</p> <p>5 does this --</p> <p>6 MS. VAUGHN: Exactly.</p> <p>7 MR. JORDAN: What does this have to do</p> <p>8 with that?</p> <p>9 MS. VAUGHN: I think it's obvious. I can</p> <p>10 explain it to you if you'd like.</p> <p>11 MR. JORDAN: I would very much like you to</p> <p>12 explain it.</p> <p>13 MS. VAUGHN: There is no way for OLPC to</p> <p>14 decipher that these documents in Exhibit 7 are what</p> <p>15 were used in the Mareva injunction when Hyrum Olson</p> <p>16 himself sent it to Carolyn Olson.</p> <p>17 MR. JORDAN: What does that have to do</p> <p>18 with anything?</p> <p>19 MS. VAUGHN: How are they linking these</p> <p>20 invoices to Ephraim Olson?</p> <p>21 MR. JORDAN: Who says they're linking</p> <p>22 these to Ephraim Olson in this deposition? What does</p> <p>23 that have to do with the damages claimed?</p> <p>24 MS. VAUGHN: I'm trying to ask that.</p> <p>25 MR. JORDAN: Well, you're not asking that.</p>
<p style="text-align: right;">Page 102</p> <p>1 appeared on.</p> <p>2 A. I see. Just a second here. 00008405,</p> <p>3 00008406.</p> <p>4 Q. Okay. And are you aware that Hyrum Olson</p> <p>5 also sent Carolyn Olson a very similar document?</p> <p>6 A. Yes, he sent her a similar document.</p> <p>7 Q. Okay.</p> <p>8 A. Similar, but not the same.</p> <p>9 Q. Great. We'll mark that as Exhibit 7, and</p> <p>10 that's Bates numbered OL Private Counsel-Ephraim</p> <p>11 Olson 2518 to 2534.</p> <p>12 (EXHIBIT 7 WAS IDENTIFIED.)</p> <p>13 I'll put these next to each other for</p> <p>14 you. So on the left side of my screen here you can</p> <p>15 see the Ephraim Olson Bates number. This is the</p> <p>16 version that Ephraim sent to Carolyn's counsel. And</p> <p>17 on the right side here is the OL Private Counsel</p> <p>18 Bates number. And I'll scroll up quickly so you can</p> <p>19 see that this is the version that Hyrum sent to</p> <p>20 Carolyn. Do you see that?</p> <p>21 A. Yes.</p> <p>22 Q. And Hyrum sent this to Carolyn on May 24th</p> <p>23 of 2019. Do you see a difference here between what</p> <p>24 Hyrum sent with respect to the two pages that you</p> <p>25 believed were used in the Mareva injunction and what</p>	<p style="text-align: right;">Page 104</p> <p>1 What does it have to do with the damages in the</p> <p>2 invoices?</p> <p>3 MS. VAUGHN: Well, he just told me that</p> <p>4 the damages in the BLG case relate to these</p> <p>5 documents.</p> <p>6 MR. JORDAN: No, he did not. He told you</p> <p>7 that these documents were used in the Mareva</p> <p>8 injunction. He did not tell you that the BLG</p> <p>9 invoices are based on these.</p> <p>10 MS. VAUGHN: I misstated, then. He said</p> <p>11 that the Peacock Linder & Halt invoices were based on</p> <p>12 these documents, then, or the invoices for the Mareva</p> <p>13 injunction.</p> <p>14 MR. JORDAN: I don't think he said that,</p> <p>15 either. So ask your question.</p> <p>16 MS. VAUGHN: Let me ask the original</p> <p>17 question.</p> <p>18 Q. (By Ms. Vaughn) What damages for these</p> <p>19 documents here is OLPC seeking in the three invoices?</p> <p>20 MR. JORDAN: It assumes a fact not in</p> <p>21 evidence, that he's seeking any damages based on</p> <p>22 these documents.</p> <p>23 MS. VAUGHN: That's what I'm trying to</p> <p>24 establish, David. Let him answer the question.</p> <p>25 MR. JORDAN: Yeah. The question is: Are</p>

<p style="text-align: right;">Page 105</p> <p>1 you seeking damages based on these documents?</p> <p>2 MS. VAUGHN: Great.</p> <p>3 Q. (By Ms. Vaughn) Mr. Olson, are you</p> <p>4 seeking damages based on these documents?</p> <p>5 A. Yes.</p> <p>6 Q. Which damages, based on the invoices we</p> <p>7 reviewed?</p> <p>8 A. These documents were used in the mediation</p> <p>9 and --</p> <p>10 Q. Go ahead. I want to let you finish. I</p> <p>11 want to make sure we're clear.</p> <p>12 A. They were used -- well...</p> <p>13 Q. Would you like me to send them to you?</p> <p>14 A. Just a second. I think -- give me just a</p> <p>15 second here. Can you send me the document that Hyrum</p> <p>16 sent to Carolyn, please.</p> <p>17 Q. Well, I don't know that your counsel is</p> <p>18 going to let me ask you about it, so let's lay some</p> <p>19 foundation first. Exhibit 7 should be in your chat.</p> <p>20 A. Just a second here. My mouse is acting</p> <p>21 up. I tried to press the page down button. My mouse</p> <p>22 is acting up now. I can't get this document to</p> <p>23 scroll down. Just a second here. I'll try to load</p> <p>24 it again. One of the stipulation agreements was</p> <p>25 never sent to Carolyn and it was used in the</p>	<p style="text-align: right;">Page 107</p> <p>1 on my screen.</p> <p>2 A. It relates to information about family</p> <p>3 corporations, yeah. So yes, it relates to -- that</p> <p>4 information was provided by Ephraim to Patricia.</p> <p>5 Q. Okay. And this information was also</p> <p>6 provided to Carolyn by Hyrum; right?</p> <p>7 A. I haven't reviewed those documents side by</p> <p>8 each. It may have been.</p> <p>9 Q. Okay, and we're right back where we were</p> <p>10 about ten minutes ago. This one now on the left side</p> <p>11 of my screen, do you see the OLPC Bates numbering?</p> <p>12 This is the version from Hyrum. I'm happy to scroll</p> <p>13 up to the top again if you would like. On the right</p> <p>14 side of my screen is the version from Ephraim. Can</p> <p>15 you decipher any differences in the information that</p> <p>16 Hyrum shared with Carolyn Olson versus the</p> <p>17 information in the document that Ephraim sent to</p> <p>18 Patricia Cundick?</p> <p>19 A. Well, the document speaks for itself. If</p> <p>20 they're the same, they're the same. The document</p> <p>21 speaks for itself.</p> <p>22 Q. Okay. So it's fair to say that Carolyn</p> <p>23 Olson received information supporting the Mareva</p> <p>24 injunction action from Hyrum Olson; correct?</p> <p>25 A. It's possible they're the same, yes.</p>
<p style="text-align: right;">Page 106</p> <p>1 mediation.</p> <p>2 Q. The May 2024 mediation; correct?</p> <p>3 A. The May 2024 mediation, that's correct.</p> <p>4 Q. Okay. Is OLPC alleging that any of these</p> <p>5 documents relate to the Mareva injunction?</p> <p>6 A. Yes. I believe that they were used, that</p> <p>7 information from those was used in the Mareva</p> <p>8 injunction, that's correct.</p> <p>9 Q. And does that basis support the invoices</p> <p>10 in the Peacock Linder invoices we went over earlier</p> <p>11 tonight?</p> <p>12 A. I'm not sure what your question is.</p> <p>13 Q. You said OLPC is seeking damages relating</p> <p>14 to these documents. I'm trying to figure out which</p> <p>15 invoices relate to these documents.</p> <p>16 A. There's no invoice that relates to a</p> <p>17 specific document, Sarah. It was a Mareva injunction</p> <p>18 based on a whole bunch of things, a whole bunch of</p> <p>19 stolen things that may have included this.</p> <p>20 Q. Okay. So the Mareva injunction invoices</p> <p>21 relate to these documents; correct?</p> <p>22 A. Relate to information on these documents.</p> <p>23 Q. Okay, and that information is what you</p> <p>24 pointed out on 8005 and -- oh, sorry -- 8405 and</p> <p>25 8406; correct? That's what I'm looking at right here</p>	<p style="text-align: right;">Page 108</p> <p>1 Q. So there have been lots of other claimed</p> <p>2 stolen documents that I have not heard us talk about</p> <p>3 tonight, and I want to make sure -- this is my last</p> <p>4 chance with you, likely -- that we know exactly what</p> <p>5 documents OLPC is claiming were stolen that support</p> <p>6 the invoices we've gone over. So I have not heard</p> <p>7 any mention of the Carolyn Olson Spousal Trust. Is</p> <p>8 OLPC seeking any damages relating to the use of the</p> <p>9 Carolyn Olson Spousal Trust?</p> <p>10 A. There's a whole bunch of stolen things</p> <p>11 that were used in these proceedings, and which</p> <p>12 specific ones were used in which document, the</p> <p>13 invoices do not relate to that. They relate to the</p> <p>14 action generally. So there's no line item talking</p> <p>15 about Carolyn Olson Spousal Trust as a separate item.</p> <p>16 It's about all the stolen documents that were used</p> <p>17 were the basis for these lawsuits. And there's no</p> <p>18 specific breakdown in any invoice about Carolyn Olson</p> <p>19 Spousal Trust versus this versus that. There</p> <p>20 wouldn't be, because it's the whole lawsuit. It's an</p> <p>21 amalgam of all that stuff.</p> <p>22 Q. And was the Carolyn Olson Spousal Trust</p> <p>23 used in Burton v. Lemons?</p> <p>24 A. Not that I recall.</p> <p>25 Q. Was it used in the Mareva injunction?</p>

Page 109

1 A. I'd have to go look at those. I don't
2 recall if it was or wasn't.
3 Q. You don't know; correct?
4 A. Well, it may have been listed in it. I
5 don't know at this point.
6 Q. Okay. Was it used in the lawsuit that the
7 BLG invoices relate to?
8 A. That lawsuit refers to a bunch of trusts.
9 It may well be in that lawsuit. I haven't memorized
10 it. I don't have that in front of me right now. But
11 it refers to a bunch of trusts, so it may well have
12 been referred to in that document.
13 Q. Okay. But sitting here today, you don't
14 know?
15 A. No, I don't recall specifically about that
16 trust.
17 Q. And would I have to review all of the
18 pleadings in the BLG – the lawsuit for the BLG
19 invoices to determine whether or not the Carolyn
20 Olson Spousal Trust was used or referred to in that
21 litigation?
22 MR. JORDAN: Objection; calls for
23 speculation.
24 A. Well, you know that the -- I don't know
25 that.

Page 110

1 Q. (By Ms. Vaughn) Okay. White Buffalo
2 Trust, I think we have talked about that, but let's
3 just make sure. Was White Buffalo Trust used in
4 Burton v. Lemons?
5 A. Not that I recall.
6 Q. Was it used in the Mareva injunction?
7 A. Yes.
8 Q. Where?
9 MR. JORDAN: Where? You want him to cite
10 a paragraph to you?
11 Q. (By Ms. Vaughn) Was it used in the
12 affidavit? Was it used in the Notice of Claim? A
13 pleading would be sufficient.
14 A. It was used in the oral argument, I'm
15 sure, because I listened to that, and it was for sure
16 used there.
17 Q. And we don't have a copy of the oral
18 argument; correct?
19 MR. JORDAN: Whose "we"?
20 MS. VAUGHN: Me, counsel for Ephraim
21 Olson.
22 MR. JORDAN: Well, you know the answer to
23 that. You don't need to ask Mr. Olson that.
24 Q. (By Ms. Vaughn) Mr. Olson, has OLPC
25 produced a copy of the oral argument in this case?

Page 111

1 A. I don't know that. I don't know if we
2 even can do that.
3 Q. Okay. And was the White Buffalo Trust
4 document used in the lawsuit that BLG invoices relate
5 to?
6 A. Yes, I believe information from that is
7 referred to in the lawsuit.
8 Q. Okay, and again, is the only way to figure
9 out if that trust was referred to in the lawsuit to
10 review the actual lawsuit itself?
11 A. No, because I reviewed it, and it's
12 referred to in there.
13 Q. So it's your word or nothing; right?
14 MR. JORDAN: Objection; vague and
15 argumentative.
16 MS. VAUGHN: That was a little
17 argumentative, I'll give you that, David. Okay.
18 Q. (By Ms. Vaughn) Thomas H. Olson Trust,
19 was that used in Burton v. Lemons?
20 A. Not that I'm aware of.
21 Q. Was it used in the Mareva injunction?
22 A. Yes, I believe so.
23 Q. Do you know how it was used in the Mareva
24 injunction?
25 A. I believe it was in Carolyn's affidavit.

Page 112

1 Q. Okay. Was it used in the lawsuit that the
2 BLG invoices relate to?
3 A. Yes.
4 Q. How?
5 A. It's referred to in the pleadings.
6 Q. Okay. The Olson Estate Trust, was that
7 used in Burton v. Lemons?
8 A. I don't believe so.
9 Q. Was it used in the Mareva injunction?
10 A. Yes.
11 Q. Okay. How?
12 A. How?
13 Q. Yes.
14 A. I believe it's in the pleadings. It's
15 referred to in oral argument, referred to in the
16 written brief. Either counsel has referred to it in
17 Carolyn's affidavit.
18 Q. Is the Olson Estate Trust used in the
19 lawsuit that the BLG invoices relate to?
20 A. Yes.
21 Q. How?
22 A. It's in the pleadings.
23 Q. Okay. The George Whitehead Trust, is that
24 used in Burton v. Lemons?
25 A. No.

Page 113

1 Q. The Mareva injunction?
 2 A. Yes, I believe so.
 3 Q. How?
 4 A. I believe it's in Carolyn's affidavit and
 5 it's in the affidavit -- it's in the underlying
 6 lawsuit, I believe. I believe it's referred to in
 7 the underlying lawsuit.
 8 Q. Is it used in the BLG lawsuit?
 9 A. Yes, I believe it's referred to in the BLG
 10 lawsuit.
 11 Q. Where is it referred to in the lawsuit?
 12 A. I think in the pleadings, as I recall.
 13 Q. Waterton Land Trust we've covered. Ruth
 14 Doxey Family Trust, is that used in Burton v. Lemons?
 15 A. No.
 16 Q. Is it used in the Mareva injunction?
 17 A. Yes, I believe it is.
 18 Q. How?
 19 A. I believe it's in Carolyn's affidavit and
 20 it may have been in the underlying pleadings.
 21 Q. Was it used in the BLG lawsuit?
 22 A. I believe so, but I don't recall
 23 specifically right now.
 24 Q. And how would you verify that?
 25 A. I would have to go back, I guess, and

Page 114

1 review the pleadings, I guess.
 2 Q. Olson Manitoba Conservation Trust, was
 3 that used in Burton v. Lemons?
 4 A. No.
 5 Q. Was that used in the Mareva injunction?
 6 A. Yes, I believe so.
 7 Q. How?
 8 A. It's in Carolyn's affidavit.
 9 Q. Anywhere else?
 10 A. It may have been in the underlying
 11 pleadings, I don't recall right now.
 12 Q. Okay. Was it used in the BLG litigation?
 13 A. I don't recall. I believe it was, but I
 14 don't recall.
 15 Q. How would you confirm that?
 16 A. I'd have to go look at the pleadings, I
 17 guess.
 18 MS. VAUGHN: Gosh, I'm losing track here.
 19 Was that the William Bell Hardy that I just asked
 20 about?
 21 MR. JORDAN: No.
 22 MS. VAUGHN: No, okay.
 23 Q. (By Ms. Vaughn) William Bell Hardy Trust,
 24 was that used in Burton v. Lemons?
 25 A. No.

Page 115

1 Q. Was it used in the Mareva injunction?
 2 A. Yes.
 3 Q. How?
 4 A. I believe it's in Carolyn's affidavit.
 5 Q. Anywhere else?
 6 A. May have been in the underlying pleadings,
 7 I don't recall.
 8 Q. Was it used in the BLG litigation?
 9 A. I believe so, but I don't have a precise
 10 recollection right now.
 11 Q. How would you confirm that?
 12 A. Well, I'd have to think about it, have to
 13 go think about it and I'd remember, or have to go
 14 back and look in the pleadings, I guess. One of the
 15 two.
 16 Q. I'm going to show you --
 17 MS. VAUGHN: And I'd be happy to mark this
 18 as an exhibit, but whatever your preference is on
 19 that, David.
 20 Q. (By Ms. Vaughn) This is another one of
 21 the converted documents or alleged converted
 22 documents that is Bates numbered OLPC-Ephraim Olson
 23 474 to 478. Do you see this document, Mr. Olson?
 24 A. Uh-huh (affirmative).
 25 Q. Was this used in Burton v. Lemons?

Page 116

1 A. Can I look at the whole document, please.
 2 Q. Yeah. Let me know if I'm going too fast.
 3 I can send it to you as well.
 4 That's it.
 5 MR. JORDAN: Wait until you've
 6 sufficiently reviewed the document in order to answer
 7 her question. Have you sufficiently reviewed the
 8 document in order to answer her question as to
 9 whether this particular document was used in the
 10 Burton v. Lemons case?
 11 THE WITNESS: It was not used in Burton v.
 12 Lemons, to my knowledge.
 13 MS. VAUGHN: Okay, and I've just dropped
 14 it in the chat so that you have time to review it if
 15 you need additional time.
 16 Q. (By Ms. Vaughn) Was this document used in
 17 the Mareva injunction?
 18 A. Information from it may have been.
 19 Q. Okay. How do you know that?
 20 A. Well, I believe there was information
 21 regarding my directorship referred to somewhere. So
 22 I think it may have been there, but I don't recall
 23 specifically.
 24 Q. Okay, and how would you confirm that?
 25 A. I don't know. I'd have to think about it

Page 117

1 and think about the issues that I had to respond to
2 in preparing for Carolyn's cross-examination. So I
3 could maybe look at her affidavit or the
4 cross-examination of her affidavit, I don't know.
5 I'd have to think about that. I do have a
6 recollection, though, that reference to my
7 directorship was in there.
8 Q. Was this document used in the BLG
9 litigation?
10 A. I don't recall right now.
11 Q. And how would you confirm that?
12 A. Well, I'd have to try to reconstruct the
13 conversations about Carolyn and Naomi's affidavits,
14 and what my response was, if I had to respond to
15 questions about my directorship, so I don't recall.
16 That or maybe look at the underlying affidavits that
17 they prepared, and perhaps even the pleadings.
18 Q. Okay. The next document, and I do promise
19 we are getting to the end line here. I'm going to
20 drop this in the chat as well. This is Bates
21 numbered OLPC 479 to 483. Was this document used in
22 Burton v. Lemons?
23 A. Which number is that, Sarah? 12?
24 Q. It has the number 12. I'm not marking it
25 as an exhibit, so I'm happy to, but I just don't know

Page 119

1 about directorships when I prepared my defense in the
2 same case, that it was referred to in BLG.
3 Q. So you'd have to review the pleadings to
4 make sure that your –
5 A. I'm pretty sure it was. I'd have to think
6 about it. I'm pretty sure it was, though, referred
7 to. So if I thought about it, I'm sure I could
8 recall that, but I have a recollection that it was.
9 Q. This next one is OLPC 485 to 486. This is
10 an e-mail from Tim A to Joshua Olson. Do you see
11 that, this screenshot right here? Do you see that?
12 A. I do.
13 Q. Was this document used in either – gosh,
14 long day. Was this document used in Burton v.
15 Lemons, the Mareva injunction or the BLG litigation?
16 A. Not that I recall.
17 Q. So OLPC is not seeking damages related to
18 this document; correct?
19 MR. JORDAN: Objection; vague and
20 ambiguous. Are you asking him if this document has
21 anything to do with the cases, with the case?
22 MS. VAUGHN: Well, that was my first
23 question. He said no.
24 MR. JORDAN: No, he said it wasn't used in
25 any of the three cases you've been asking him about,

Page 118

1 what to call these documents where the trust
2 documents had actual names and we had read the Bates
3 numbers into the record. So the question is was this
4 used in Burton v. Lemons.
5 A. Not Burton v. Lemons, but I haven't
6 finished reading the document yet.
7 Q. Okay.
8 A. Okay, so it was not used in Burton v.
9 Lemons.
10 Q. Was it used in the Mareva injunction?
11 A. I believe information from here was used
12 in the Mareva injunction.
13 Q. What do you base that on?
14 A. Based on the information that was prepared
15 on this document about directorships and so on was
16 referred to in the underlying litigation and
17 Carolyn's affidavit, I believe.
18 Q. Was this used in the BLG matter?
19 A. I believe the information on here is
20 referred to, yes, I believe so.
21 Q. And how would you confirm that?
22 A. Well, I'd have to think back on it,
23 because – think back on it about when we were
24 preparing my defense, what I had to respond to. And
25 I believe I did have to respond to these questions

Page 120

1 the Burton v. Lemons case, the Mareva injunction case
2 or the Alberta case. Then you asked does this
3 document have anything to do – is it related in any
4 way to your claim for damages in this case.
5 MS. VAUGHN: That's not what I asked. I
6 asked is OLPC seeking damages in this case related to
7 this document.
8 MR. JORDAN: Exactly. Right. That's
9 asking him – is this document – are you asking him
10 will this document be an exhibit in this case? Is
11 that your question?
12 MS. VAUGHN: I'm asking if he's seeking
13 damages related to this document.
14 MR. JORDAN: It's vague and ambiguous and
15 calls for a conclusion.
16 A. I don't believe – so I'll answer the
17 question, subject to the objection. I don't believe
18 that this document itself was used in any of the
19 litigation.
20 Q. (By Ms. Vaughn) In any of the cases
21 that –
22 A. With respect to which invoices have been
23 submitted.
24 Q. Okay. This document has not been used in
25 the cases for which OLPC is seeking damages?

<p style="text-align: right;">Page 121</p> <p>1 A. That's correct.</p> <p>2 Q. Okay, and you're not aware of any other</p> <p>3 claim for damages that OLPC has in this case?</p> <p>4 A. What was the question?</p> <p>5 Q. Are you aware of any other damages that</p> <p>6 OLPC has in this case?</p> <p>7 A. Other than what? Sorry.</p> <p>8 Q. Other than the invoices we've gone over.</p> <p>9 A. I've indicated to you that two of the</p> <p>10 matters are ongoing, so I anticipate there will be</p> <p>11 additional invoices issued and a claim for</p> <p>12 indemnification will be made at some future point.</p> <p>13 Q. And the only damages OLPC is seeking is</p> <p>14 related to those lawsuits?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. The last one is --</p> <p>17 MR. JORDAN: How many more of these are we</p> <p>18 going to do? You're now almost at four hours.</p> <p>19 MS. VAUGHN: I'm almost done. This is, I</p> <p>20 think, the second-to-the-last one. I'm just going</p> <p>21 through all the converted documents and trying to tie</p> <p>22 them to the invoices to the extent we are able.</p> <p>23 Q. (By Ms. Vaughn) This next one is</p> <p>24 OLPC-Ephraim Olson 487 to 488. This is another</p> <p>25 e-mail between Tim A and Joshua Olson with another</p>	<p style="text-align: right;">Page 123</p> <p>1 A. She certainly had -- I do not have any</p> <p>2 evidence that Ephraim physically sent this document</p> <p>3 to her.</p> <p>4 Q. Was this document used in the Mareva</p> <p>5 injunction?</p> <p>6 A. Information on here was used in the Mareva</p> <p>7 injunction.</p> <p>8 Q. Where?</p> <p>9 A. Where? Information in the pleadings, in</p> <p>10 the -- I believe Carolyn's affidavit has information</p> <p>11 from here. It's on here, I believe, that may have</p> <p>12 been -- information on here may have been used in the</p> <p>13 ex-parte oral arguments and the brief.</p> <p>14 Q. And was this document used in BLG, the BLG</p> <p>15 litigation?</p> <p>16 A. Yes, I believe it was. I believe</p> <p>17 information on here was used.</p> <p>18 Q. And how would you confirm that?</p> <p>19 A. Sorry?</p> <p>20 Q. How would you confirm that?</p> <p>21 A. Oh, information -- Carolyn had this</p> <p>22 document. Information on here shows up in the</p> <p>23 pleadings, and, I believe, in her affidavit and in</p> <p>24 Naomi's affidavit.</p> <p>25 Q. Mr. Olson, do you recall your deposition</p>
<p style="text-align: right;">Page 122</p> <p>1 screenshot. Mr. Olson, was this document used in</p> <p>2 Burton v. Lemons, the Mareva injunction or BLG</p> <p>3 litigation?</p> <p>4 A. No, it was not.</p> <p>5 Q. Okay, this is the last one. It's Bates</p> <p>6 numbered OLPC-Ephraim Olson 331. Mr. Olson, was this</p> <p>7 document used in Burton v. Lemons? Happy to send it</p> <p>8 to you if you would like.</p> <p>9 A. Please do.</p> <p>10 Q. Would you like me to repeat the question?</p> <p>11 A. Let me just look at the document first,</p> <p>12 please. Then you can repeat the question.</p> <p>13 MR. JORDAN: The Bates number of this</p> <p>14 document, can you roll down to the Bates number.</p> <p>15 MS. VAUGHN: Yeah, it's OLPC 331.</p> <p>16 MR. JORDAN: Thank you.</p> <p>17 THE WITNESS: Okay, sorry. Your question?</p> <p>18 Q. (By Ms. Vaughn) Was this document used in</p> <p>19 Burton v. Lemons?</p> <p>20 A. Well, information on this document was.</p> <p>21 Q. What information?</p> <p>22 A. The information on the line that says</p> <p>23 "Waterton Land Trust."</p> <p>24 Q. And do you have any evidence that Naomi</p> <p>25 Burton ever received a copy of this document?</p>	<p style="text-align: right;">Page 124</p> <p>1 in February of 2023 in this matter?</p> <p>2 A. February of 2023? That was the 30(b)(6)</p> <p>3 examination?</p> <p>4 Q. Yes, February 15th of 2023.</p> <p>5 A. Yeah, I do. I do recall it generally. I</p> <p>6 remember having it. I don't remember all of the</p> <p>7 exhibits, but I remember having it.</p> <p>8 Q. And during that deposition I asked you if</p> <p>9 there were bills for the damages that OLPC would be</p> <p>10 seeking in this case. Do you remember that?</p> <p>11 A. Well, you can show me the deposition. I'm</p> <p>12 happy to look at it.</p> <p>13 Q. This section right here.</p> <p>14 A. This goes on for quite a few pages. Would</p> <p>15 you like me to look at all of my testimony relating</p> <p>16 to those damages? If you do, please find it so I can</p> <p>17 read it.</p> <p>18 MR. JORDAN: Let's get the question first.</p> <p>19 Q. (By Ms. Vaughn) This is just the one</p> <p>20 question. Do you recall telling me on February 15th</p> <p>21 of 2023 that OLPC did not have any invoices related</p> <p>22 to its damages?</p> <p>23 MR. JORDAN: Show him the question and</p> <p>24 answer you're asking him about.</p> <p>25 MS. VAUGHN: "It's going to get a bill for</p>

<p style="text-align: right;">Page 125</p> <p>1 those services."</p> <p>2 "And where are those bills? Do they exist</p> <p>3 today?"</p> <p>4 "No."</p> <p>5 MR. JORDAN: Let's have your question</p> <p>6 again, because I don't think -- I think I'm objecting</p> <p>7 that it misstates the testimony we're looking at.</p> <p>8 Can we hear your question again.</p> <p>9 Q. (By Ms. Vaughn) Do you recall telling me</p> <p>10 in February of 2023 that no invoices for OLPC's</p> <p>11 damages existed at the time?</p> <p>12 MR. JORDAN: That's not the testimony</p> <p>13 here, so I object. Misstates the document.</p> <p>14 A. So the document --</p> <p>15 MR. JORDAN: "OLPC is going to get a bill</p> <p>16 for those services."</p> <p>17 MS. VAUGHN: Yes, and I said: "Where are</p> <p>18 those bills? Do they exist today?"</p> <p>19 MR. JORDAN: Yeah, bills to OLPC.</p> <p>20 MS. VAUGHN: And he said no.</p> <p>21 MR. JORDAN: Yeah.</p> <p>22 MS. VAUGHN: So I'm clarifying.</p> <p>23 Q. (By Ms. Vaughn) Are the invoices we went</p> <p>24 over today not bills for OLPC?</p> <p>25 MR. JORDAN: I object. Once again, asked</p>	<p style="text-align: right;">Page 127</p> <p>1 Q. Okay.</p> <p>2 A. And OLPCIL has not billed OLPC for those</p> <p>3 services.</p> <p>4 Q. Okay. So why are the invoices we went</p> <p>5 over today damages when in February of 2023 you told</p> <p>6 me that OLPC's damages were bills it was going to get</p> <p>7 from OLPCIL?</p> <p>8 A. Well, that was some of the damages,</p> <p>9 because OLPC has not billed OLPC [sic] for the costs</p> <p>10 it's incurred.</p> <p>11 Q. So has OLPC --</p> <p>12 A. The only bills -- sorry.</p> <p>13 MR. JORDAN: Repeat your answer,</p> <p>14 Mr. Olson.</p> <p>15 MS. VAUGHN: Were you done answering?</p> <p>16 MR. JORDAN: Well, I know he wasn't done</p> <p>17 because you interpreted him.</p> <p>18 MS. VAUGHN: Well, he takes pauses, and</p> <p>19 it's hard to tell when he's done with an answer. So</p> <p>20 we're on Zoom. Let's have some leeway here, David.</p> <p>21 It's difficult to tell when your client is or is not</p> <p>22 responding to a question.</p> <p>23 Q. (By Ms. Vaughn) Mr. Olson, please finish</p> <p>24 your answer.</p> <p>25 A. I was saying that OLPCIL has not billed</p>
<p style="text-align: right;">Page 126</p> <p>1 and answered. It's evident on the face of the bills</p> <p>2 to whom the bills are rendered, and they're not</p> <p>3 rendered to OLPC, as you know. Unfair to</p> <p>4 misrepresent his deposition testimony.</p> <p>5 THE WITNESS: And the --</p> <p>6 MS. VAUGHN: His deposition testimony is</p> <p>7 right front of us, David. I have not --</p> <p>8 THE WITNESS: So it's --</p> <p>9 MR. JORDAN: You misrepresented it in your</p> <p>10 question.</p> <p>11 MS. VAUGHN: I'm asking the question.</p> <p>12 Q. (By Ms. Vaughn) Mr. Olson, did you tell</p> <p>13 me in February of 2023 that OLPC would receive bills</p> <p>14 that it would have to pay as a result of Ephraim's</p> <p>15 stolen documents?</p> <p>16 A. Question, on line 5:</p> <p>17 "So is it -- so is it OLPCIL has incurred</p> <p>18 damages as a result of sharing these documents to</p> <p>19 OLPC? OLPC is going to have to pay for those</p> <p>20 damages."</p> <p>21 And then it says: "Okay, and where? Is it</p> <p>22 going to get a bill for those services?"</p> <p>23 Q. No, you said: "It's going to get a bill</p> <p>24 for those services"; right?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 128</p> <p>1 for the services that it's had to render in</p> <p>2 connection with this matter.</p> <p>3 Q. Are you done?</p> <p>4 A. I'm done.</p> <p>5 Q. Okay. Has OLPC's theory of damages</p> <p>6 changed in this case from February of 2023?</p> <p>7 MR. JORDAN: Objection; calls for a legal</p> <p>8 conclusion.</p> <p>9 MS. VAUGHN: Okay. Isn't it true --</p> <p>10 MR. JORDAN: Mr. Olson, I instruct you not</p> <p>11 to reveal any attorney-client privileged information</p> <p>12 in responding to her question.</p> <p>13 Q. (By Ms. Vaughn) Okay. You told me,</p> <p>14 Mr. Olson, in February of 2023 that OLPC's damages</p> <p>15 would be bills from OLPCIL; correct?</p> <p>16 A. I didn't say all the damages would be. I</p> <p>17 said that OLPC has incurred -- OLPCIL has</p> <p>18 incurred -- it has incurred damages, and OLPC will be</p> <p>19 responsible if it gets a bill for those services.</p> <p>20 Q. And none of the invoices that we went over</p> <p>21 today are costs that OLPCIL has incurred; correct?</p> <p>22 A. That is correct.</p> <p>23 MS. VAUGHN: Thank you. I think that's</p> <p>24 all the questions I have.</p> <p>25 MR. JORDAN: I have no questions. That</p>

Page 129

1 concludes this deposition. Before we go off record,
2 Monica, do you have a question that you would like to
3 ask Ms. Vaughn while Ephraim is here with her?
4 MS. CALL: Yes. Sarah, we never got a
5 response or an e-mail about whether you're going to
6 accept service -- I guess Mr. Ephraim's left the
7 deposition. But we asked whether you would accept
8 service of the protective filing in state court, and
9 we never heard back from you. So I thought with
10 Ephraim on the line we could ask you or him if you're
11 willing to accept service for him in that matter.
12 MR. JORDAN: He was on the line until I
13 asked my question.
14 MS. VAUGHN: We didn't know what your
15 question was. I think we can go off the record since
16 the deposition's complete.
17 THE REPORTER: Before you go, Mr. Jordan,
18 did you need a copy of this?
19 MS. CALL: He left as well. Yes, we do
20 need a copy.
21 (The deposition was concluded at 6:59 p.m.)
22 ***
23
24
25

Page 130

1 REPORTER'S CERTIFICATE
2
3 STATE OF UTAH)
4) ss.
5 COUNTY OF SALT LAKE)
6
7 I, Kathy Morgan, Registered Professional
8 Reporter and Notary Public in and for the State of
9 Utah, do hereby certify:
10 That prior to being examined, the witness,
11 THOMAS H. OLSON, appeared remotely before me, and was
12 by me duly sworn to tell the truth, the whole truth,
13 and nothing but the truth;
14
15 That said deposition was taken down by me
16 in stenotype on December 19, 2024 at the place
17 therein named according to my ability to hear via
18 Zoom, and was thereafter transcribed and that a true
19 and correct transcription of said testimony is set
20 forth in the preceding pages;
21 I further certify that, in accordance with
22 Rule 30(e), a request having been made to review the
23 transcript, a reading copy was sent to Mr. David
24 Jordan for the witness to read and sign, and the
25 original transcript will be delivered to Ms. Sarah
Vaughn for safekeeping.
I further certify that I am not kin or
otherwise associated with any of the parties to said
cause of action and that I am not interested in the
outcome thereof.
WITNESS MY HAND AND OFFICIAL SEAL this
29th day of December, 2024.

Kathy Morgan, RPR, CSR
Notary Public
Salt Lake County
My commission expires May 24, 2027

Page 131

1 Case: OL Private Counsel, LLC v. Ephraim Olson
Case No.: Case No. 2:21-cv-00455-DBB
2 Reporter: Kathy Morgan
Date taken: December 19, 2024
3

WITNESS CERTIFICATE

4
5 I, THOMAS H. OLSON, HEREBY DECLARE:
6 That I am the witness in the foregoing
transcript; that I have read the transcript and know
7 the contents thereof; that with these corrections I
8 have noted this transcript truly and accurately
9 reflects my testimony.
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PAGE-LINE CHANGE/CORRECTION REASON

No corrections were made.

I, THOMAS H. OLSON, HEREBY DECLARE UNDER
THE PENALTIES OF PERJURY OF THE LAWS OF THE UNITED
STATES OF AMERICA AND THE LAWS OF THE STATE OF UTAH
THAT THE FOREGOING IS TRUE AND CORRECT.

THOMAS H. OLSON

Date Signed